

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM, dated the 18th day of March, 2019, is between the City of Moore, Oklahoma, a municipal corporation ("City"), The Curve Apartments LP, an Oklahoma limited partnership (along with parent and subsidiary companies, "Developer"), and NHS Moore Curve, LLC, an Oklahoma nonprofit limited liability company (the "Nonprofit") (City, Developer, and Nonprofit, together, the "Parties").

WHEREAS, the Parties entered into a Disposition and Development Agreement ("DDA") on December 17, 2018 for the purpose of conveying certain property owned by the City to the Developer and imposing obligations on the Developer and Nonprofit related to the development of a mixed-use, mixed-income housing development on that property ("Project"); and

WHEREAS, upon review of the DDA and other documentation relating to the Project, the United States Department of Housing and Urban Development ("HUD") requires the Parties include certain clauses in the DDA as set forth in this Contract Addendum; and

WHEREAS, the Parties desire to amend the DDA on the terms and conditions set forth below to satisfy HUD's requirements.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing DDA, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. Attachment A of the DDA (Special Conditions for Use of Community Development Block Grant Funds) is hereby amended so as to include the following provisions:

ENVIRONMENTAL REQUIREMENTS

- 1) Clean Air. Developer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Developer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office. Developer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

- 2) Clean Water. Developer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Developer agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office. Developer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251

- 3) Recycled Products. Developer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- 1) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.
- 2) The United States Secretary of Labor prescribes reasonable regulations to which Developer must comply and cause subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government to comply. These regulations include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

PATENT RIGHTS

- 1) Developer agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the United States has throughout the world in those subject inventions to which Developer elects to retain title, and (ii) convey title to the City when requested and to enable the United States to obtain patent protection throughout the world in that subject invention.
- 2) Developer agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by Developer each subject invention made under contract in order that Developer can comply with the disclosure provisions of paragraph 1), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the

information required by paragraph 1) above. Developer shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- 3) Developer will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- 4) Developer agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."
- 5) Developer will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for Developer in this clause, and Developer will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- 6) Developer will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by federal law.
- 7) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and Developer agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under this clause.

REMEDIES FOR NONCOMPLIANCE WITH FEDERAL REQUIREMENTS

In the event Developer fails to comply with any applicable federal requirements, Developer understands and acknowledges that such failure may result in the initiation of suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations.

LOBBYING

Developer hereby certifies that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- 4) Lobbying Certification
 - a. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 2. Except as otherwise provided in this Addendum, all of the terms and conditions of the DDA remain unchanged and in full force and effect.

SECTION 3. Capitalized terms not otherwise defined in this Addendum will have the meanings ascribed to them in the DDA.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed in its name and behalf by its Manager.

THE CURVE APARTMENTS, LP,
an Oklahoma limited partnership

By: Belmont Moore, LLC,
an Oklahoma limited liability company,
its primary general partner

By: Belmont Development Company, LLC,
a Florida limited liability company,
its manager

By: 
Ryan A. Hudspeth, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

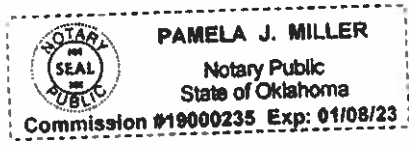
Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of March, 2019, personally appeared Ryan A. Hudspeth, to me known to be the identical person who executed the foregoing instrument as Manager of Belmont Development Company, LLC, a Florida limited liability company, the manager of Belmont Moore, LLC, an Oklahoma limited liability company, the managing general partner of The Curve Apartments, LP, an Oklahoma limited partnership, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.



Notary Public

My Commission Expires: 1-8-23
My Commission Number: 19000235



TX CURVE MOORE GP, LLC,
a Texas limited liability company,
the administrative general partner
of The Curve Apartments, LP

By: Melissa R. Fisher
Melissa R. Fisher, Manager

ACKNOWLEDGEMENT

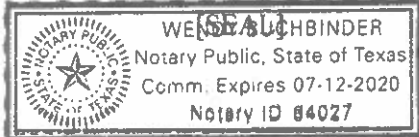
STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 6 day of March, 20 19, by
Melissa R. Fisher, as Manager of TX Curve Moore GP, LLC, a Texas limited liability company,
administrative general partner of The Curve Apartments, LP, an Oklahoma limited partnership.

Wendy Behrman

Notary Public

My Commission expires: 7/12/20
My Commission Number: 84027



IN WITNESS WHEREOF, the City has caused this Addendum to be duly executed in its name and behalf by its Mayor.



CITY OF MOORE, OKLAHOMA,
a municipal corporation

By: Glenn Lewis
Glenn Lewis, Mayor

Attest:

Vanessa Kemp
City Clerk

Reviewed for form and legality this 18th day of March, 2019.

Randy Crank
City Attorney

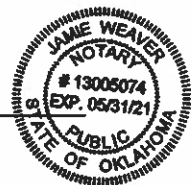
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of March, 2019, personally appeared Glenn Lewis, to me known to be the identical person who executed the foregoing instrument as the Mayor of the City of Moore, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the City of Moore, Oklahoma, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.


Jamie Weaver
Notary Public



My Commission Expires: 5/31/2021
My Commission Number: #13005074

IN WITNESS WHEREOF, the Nonprofit has caused this Addendum to be duly executed in its name and behalf by its Manager.

NHS MOORE CURVE, LLC,
an Oklahoma nonprofit limited liability company

By: 
Name: Roland J. Chupik
Title: Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of MARCH, 20 19, personally appeared Roland J. Chupik, to me known to be the identical person who executed the foregoing instrument as the Manager of NHS Moore Curve, LLC, an Oklahoma nonprofit limited liability company, and acknowledged to me that he executed the same as his free and voluntary act on behalf of said nonprofit limited liability company, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.


Notary Public

My Commission Expires: 11/03/2020
My Commission Number: 04010052