

**FIRST AMENDMENT TO LOAN AGREEMENT
BETWEEN TOWN OF JOHNSTOWN AND
HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN**

THIS FIRST AMENDMENT TO LOAN AGREEMENT (“First Amendment”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the TOWN OF JOHNSTOWN, a home rule municipal corporation of the State of Colorado (“Town”), and the HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN, COLORADO, a non-profit corporation duly existing under the Housing Authorities Law of the State of Colorado (“Housing Authority”), collectively referred to as “the Parties.”

RECITALS

WHEREAS, on or about December 13, 2021, the Town and the Housing Authority entered into that certain Loan Agreement (“Agreement”), whereby the Town authorized a twenty (20) year loan from the Town of Johnstown General Fund to the Housing Authority in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) upon terms and conditions set forth therein, including the Housing Authority’s execution of a Promissory Note and Deed of Trust; and

WHEREAS, Paragraph 3.c. of the Agreement provides that, if the Housing Authority has not executed the Promissory Note and Deed of Trust by December 31, 2022, then the Agreement shall be null and void; and

WHEREAS, the Housing Authority has not received the requisite authorization from the USDA to refinance the FHA Loan and, as such, has not executed the Promissory Note and Deed of Trust; and

WHEREAS, the Housing Authority seeks an extension of the termination of the Agreement to and including December 31, 2023, to provide the Housing Authority with additional time to receive the requisite authorization and execute the Promissory Note and Deed of Trust; and

WHEREAS, the Town desires to provide the requested extension of time; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants, promises, representations, and warranties hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated into this First Amendment as if fully set forth herein.

2. **Amendment.** Paragraph 3.c. of the Agreement is hereby deleted in its entirety and in its place inserted the following:

3.c. Escrow Account. On or before February 28, 2022, the Town shall place Three Hundred Twelve Thousand Dollars (\$312,000.00), the amount of the Town Loan, into an escrow account for disbursement to the Housing Authority as set forth below (“Escrow Account”). If the Housing Authority has not executed the Promissory Note and Deed of Trust by December 31, 2023, the funds in the Escrow Account shall revert back to the Town and this Agreement shall be null and void. The Town shall be entitled to all interest that accrues while the funds are in the Escrow Account.

3. **Effect of Amendment.** Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment shall govern and control.

(Signatures on following page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Loan Agreement on the day and year first above written.

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO
a municipal corporation**

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

ATTEST:

**HOUSING AUTHORITY OF TOWN OF
JOHNSTOWN**

By: _____
_____, Secretary

By: _____
_____, Chairperson

STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by _____ as the _____ of Housing Authority of the Town of Johnstown.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public