

**WHEN RECORDED MAIL TO:**

Attention: Megan Yonke  
201 W. Colfax Ave., Dept. 615  
Denver, CO 80202

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

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**SEVENTH AMENDMENT AND MODIFICATION AGREEMENT**

**THIS SEVENTH AMENDMENT AND MODIFICATION AGREEMENT** (“Seventh Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **2300 WELTON, LLC**, a Colorado limited liability company, whose address is 2330 Broadway, Suite 106, Denver, Colorado 80205 (“Borrower” or “Contractor” together, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City and Glenarm Residences, LLC (“Glenarm”) entered into that certain Loan Agreement dated May 10, 2006, as amended by the First Amendment and Modification Agreement dated April 29, 2008, and recorded on June 6, 2008 at Reception No. 2008078083 of the records of Denver County, State of Colorado, and a Second Amendment and Modification Agreement dated November 12, 2008 and recorded on December 10, 2008 at Reception No. 2008166174 of the records of Denver County, State of Colorado, and a Third Amendment and Modification Agreement dated December 17, 2012 and recorded on February 8, 2013 at Reception No. 2013018665 of the records of Denver County, State of Colorado, and a Fourth Amendment and Modification Agreement dated December 9, 2014 and recorded on December 24, 2014 at Reception No. 2014157120 of the records of Denver County, State of Colorado, and a Fifth Amendment and Modification Agreement dated February 11, 2015 and recorded on February 17, 2015 at Reception No. 2015019324 of the records of Denver County, State of Colorado, and a Sixth Amendment dated March 6, 2017 and recorded on March 17, 2017 at Reception No. 2017036457 of the records of Denver County, State of Colorado (collectively, the “Loan Agreement”); and

**WHEREAS**, pursuant to the Fourth Amendment and Modification Agreement, Glenarm assigned, and Borrower assumed all of Glenarm’s rights and obligations pursuant to the Loan Agreement and Borrower executed the Welton Deed of Trust and the Welton Note (each defined below); and

**WHEREAS**, Borrower executed that certain deed of trust (the “Welton Deed of Trust”) for the benefit of the City, dated April 14, 2015, and recorded on April 14, 2015 at Reception

No. 2015047109 of the records of City and County of Denver, State of Colorado, and encumbering the following described property:

PARCEL 1A:

LOTS 1-15, INCLUSIVE, BLOCK 181, STILES ADDITION TO DENVER, AND  
LOTS 10-16, INCLUSIVE, BLOCK 181, CLEMENTS ADDITION TO DENVER,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL 2A:

LOTS 17-20, INCLUSIVE, BLOCK 181, CLEMENTS ADDITION TO DENVER,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

also known and numbered as 2300 Welton Street and 515 Park Avenue West, Colorado; and

**WHEREAS**, the Welton Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated April 14, 2015 (the “Welton Note”); and

**WHEREAS**, the affordability restrictions associated with the Fifth Amendment and Modification Agreement and the Loan are evidenced by a rental and occupancy covenant dated April 14, 2015, and recorded on April 14, 2015 at Reception No. 2015047108 of the records of City and County of Denver, State of Colorado, as modified (the “Covenant”); and

**WHEREAS**, the Parties wish to modify the terms and conditions of the Loan Agreement, Welton Note, Welton Deed of Trust, Covenant, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to subordinate the City’s interest in the Loan Documents to a senior lender, whose loan will be insured by the U.S. Department of Housing and Urban Development (“HUD”); and

**NOW, THEREFORE**, in consideration of the premises herein contained and other good and valuable consideration, the adequacy of which is acknowledged, the Parties hereby modify the Loan Documents as follows:

1. The Welton Note is hereby modified to replace the phrase “Net Cash Flow” with “Cash Flow.”

2. The Loan Agreement is hereby amended to add the following sections:

*“Subordination of Loan Documents.* The Executive Director (“Executive Director”) of the City’s Department of Housing Stability (“HOST”), or his or her designee, is authorized to execute documents necessary to subordinate the Welton Note, Welton Deed of Trust, and Covenant to the indebtedness, lien, and associated security

instruments of a lender whose financing will be insured by HUD, provided that (i) the subordination agreement and associate documents are in a form acceptable to the City Attorney; (ii) Borrower is not then in default of its obligations pursuant to this Loan Agreement, the Welton Note, or the Covenant; and (iii) encumbrances prior to the City's Deed of Trust do not exceed \$22,000,000.00.

Amendment to Covenant. The Executive Director of HOST, or his or her designee, is authorized to execute amendments to the Covenant to amend the provisions related to the HUD Rider to Restrictive Covenants provided that (i) Borrower is obtaining a loan from a lender whose financing will be insured by HUD, and (ii) the amendment is in a form acceptable to the City Attorney.”

3. The Loan Documents are amended to reflect the amended terms of the Seventh Amendment.

4. Except as modified herein, the Loan Documents remain unmodified.

5. This Seventh Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** HOST-202053447-07, CE63028-07  
**Contractor Name:** 2300 WELTON LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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