

WHEN RECORDED MAIL TO:

Attention: Stephanie Swift
201 W. Colfax Ave., Dept. 204
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

SECOND AMENDMENT AND MODIFICATION AGREEMENT

THIS SECOND AMENDMENT AND MODIFICATION AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **RENAISSANCE HOUSING DEVELOPMENT CORPORATION**, a Colorado nonprofit corporation, whose address is 2111 Champa Street, Denver, Colorado 80205 (“Borrower” and together with the City, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated August 15, 2014, as amended by the First Amendatory Agreement dated January 9, 2015, relating to a rental housing assistance loan made from HOME funds in the principal amount of \$1,200,000.00 (the “Loan Agreement”); and

WHEREAS, Borrower and North Colorado Station LIHTC LLLP, a Colorado limited liability limited partnership (“NCS LIHTC”) entered into a loan agreement pursuant to which the Borrower loaned \$675,000.00 (“NCS Loan A”) to NCS LIHTC and NCS LIHTC granted that certain deed of trust (the “Loan A Deed of Trust”) for the benefit of the Borrower, dated November 26, 2014, and recorded on December 1, 2014 at Reception Number 2014146048 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 2, SUNSET HEIGHTS, TOGETHER WITH THOSE PORTIONS OF VACATED COLORADO BOULEVARD ADJOINING SAID LOTS VACATED BY ORDINANCE 438, SERIES OF 1967, RECORDED JANUARY 03, 1968 IN BOOK 9828 AT PAGE 182, AND ORDINANCE 153, SERIES OF 1982, RECORDED APRIL 05, 1982 IN BOOK 2562 AT PAGE 75, CITY AND COUNTY OF DENVER, STATE OF COLORADO

also known and numbered as 3975 Colorado Boulevard, Denver, Colorado (the “Property”); and

WHEREAS, the Loan A Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated November 26, 2014 (the “Loan A Note”) from NCS LIHTC for the benefit of the Borrower; and

WHEREAS, Borrower and NCS LIHTC entered into a loan agreement pursuant to which the Borrower loaned \$525,000.00 (“NCS Loan B”) to NCS LIHTC and NCS LIHTC granted that certain deed of trust (the “Loan B Deed of Trust” and together with the Loan A Deed of Trust, the “Deeds of Trust”) for the benefit of the Borrower, dated November 26, 2014, and recorded on December 1, 2014 at Reception Number 2014146049 of the records of the City and County of Denver, State of Colorado, and encumbering the Property; and

WHEREAS, the Loan B Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated November 26, 2014 (the “Loan B Note” and together with the Loan A Note, the “NCS LIHTC Notes”) from NCS LIHTC for the benefit of the Borrower; and

WHEREAS, the Borrower has assigned the Deeds of Trust and the NCS LIHTC Notes to the City pursuant to that certain that Collateral Assignment of Note and Deed of Trust, dated December 1, 2014, and recorded on December 1, 2014 at Reception No. 2014146053 of the records of the City and County of Denver, State of Colorado; and

WHEREAS, the Deeds of Trust secure the repayment of the indebtedness evidenced by that certain Promissory Note dated January 21, 2015 (the “Note”); and

WHEREAS, the Borrower desires to convert the Property into two condominium units (the “LIHTC Unit” and the “PAB Unit”) and to consent to (a) the transfer of the ownership of PAB Unit to North Colorado Station PAB LLLP, a Colorado limited liability limited partnership (“NCS PAB”) and (b) the assignment of NCS LIHTC’s rights and obligations under the Loan B Note and the Loan B Deed of Trust to NCS PAB; and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deeds of Trust, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to amend the Deeds of Trust to reflect the new condominium regime;

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 City hereby consents to:
 - a.** The conversion of the Property into condominium units;
 - b.** The transfer of the ownership of the PAB Unit to NCS PAB; and

c. The assignment of NCS LIHTC's rights and obligations under the Loan B Note and the Loan B Deed of Trust to NCS PAB.

2. The City hereby agrees to release the PAB Unit from the Loan A Deed of Trust and to amend the Loan A Deed of Trust to encumber the LIHTC Unit, described as the following property:

LIHTC UNIT, NORTH COLORADO STATION CONDOMINIUMS, ACCORDING TO THE DECLARATION FOR NORTH COLORADO STATION CONDOMINIUMS RECORDED SEPTEMBER 10, 2015 IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, COLORADO, AT RECEPTION NO. 2015127754, AND THE CONDOMINIUM MAP FOR NORTH COLORADO STATION CONDOMINIUMS RECORDED SEPTEMBER 10, 2015, IN SUCH OFFICE AT RECEPTION NO. 2015127767, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

3. The City hereby agrees to release the LIHTC Unit from the Loan B Deed of Trust and to amend the Loan B Deed to Trust to encumber the PAB Unit, described as the following property:

PAB UNIT, NORTH COLORADO STATION CONDOMINIUMS, ACCORDING TO THE DECLARATION FOR NORTH COLORADO STATION CONDOMINIUMS RECORDED SEPTEMBER 10, 2015 IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, COLORADO, AT RECEPTION NO. 2015127754, AND THE CONDOMINIUM MAP FOR NORTH COLORADO STATION CONDOMINIUMS RECORDED SEPTEMBER 10, 2015, IN SUCH OFFICE AT RECEPTION NO. 2015127767, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

4. The Director of the City's Office of Economic Development or permitted designee, is authorized to execute documents necessary to consent to the conversion of the Property into condominium units, the transfer of the ownership of the PAB Unit to NCS PAB, and to the assignment of NCS LIHTC's rights and obligations under the Loan B Note and the Loan B Deed of Trust to NCS PAB and to amend the Deeds of Trust so long as (a) such documents are in a form satisfactory to the City Attorney; (b) Borrower is not then in default of its obligations pursuant to the Loan Agreement, or the Note; and (c) NCS LIHTC is not then in default of its obligations pursuant to the Deeds of Trust.

5. Borrower consents to the use of electronic signatures by the City. This Second Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Second Amendment solely because it is in electronic form or

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Second Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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Contract Control Number:

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 _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: OEDEV-201416398-02


Contractor Name: RENAISSANCE HOUSING DEVELOPMENT
CORP

By: 

Name: John Provensig
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: _____
(please print)

Title: _____
(please print)



RENAISSANCE HOUSING
DEVELOPMENT CORPORATION, a
Colorado nonprofit corporation
IRS No. 84-1322816

By: [Signature]
Title: President
"BORROWER"

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 15 day of October, 2015, by John Parvinsky as
President of **RENAISSANCE HOUSING DEVELOPMENT**
CORPORATION, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/10/18

[Signature]
Notary Public

TRISTZETTE MORTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144043383
MY COMMISSION EXPIRES NOVEMBER 10, 2018

