

FIRST AMENDMENT AND MODIFICATION AGREEMENT

THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT (the “Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **ARCHDIOCESAN HOUSING, INC.**, a Colorado nonprofit corporation, d/b/a Catholic Charities Housing, whose address is 6240 Smith Road, Denver, Colorado 80216 (“Borrower”), each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a loan agreement dated July 12, 2023 (the “Loan Agreement”), relating to a loan to Borrower in the original principal amount of \$2,452,000.00 (the “Original Loan”); and

WHEREAS, the Borrower executed a Promissory Note for the benefit of the City dated August 23, 2023 evidencing the terms of the Original Loan (the “Note”); and

WHEREAS, repayment of the Note is secured by two (2) collateral assignments of notes and deeds of trust dated August 23, 2023, and recorded August 28, 2023, at Reception Nos. 2023082672 and 202382776 as liens against the Property (the “Deeds of Trust”); and

WHEREAS, Borrower caused that certain Rental and Occupancy Covenant dated August 23, 2023, and recorded on August 28, 2023, as Reception No. 2023082420 to be recorded against certain real property in the City and County of Denver to secure such property for use as affordable housing in conformance with the terms of the Loan Agreement (the “Covenant”); and

WHEREAS, collectively, the Loan Agreement, Note, Covenant, and Deed of Trust are referred to herein as the “Loan Documents;” and

WHEREAS, the Parties wish to amend Loan Agreement and record a new Covenant to memorialize amendments to the use restrictions; and

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties’ mutual covenants and obligations, the Parties agree as follows:

Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Loan Documents.

1. Section 6 of the Loan Agreement, titled ‘RESTRICTIONS ON USE OF PROPERTY’, subsection A, titled Affordability Limitations, is hereby deleted in its entirety and replaced with:

“6. **RESTRICTION ON USE OF PROPERTY:**

A. Affordability Limitations.

i. Thirty-four (34) of the units at the Property (the “60% Units”) shall have rents not exceeding the lesser of (i) fair market rent for comparable units in the area as established by the U.S. Department of Housing and Urban Development (“HUD”), under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income equals 60% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit.

ii. Twelve (12) of the units at the Property (the “50% Units”) shall have rents not exceeding the lesser of (i) fair market rent for comparable units in the area as established by the HUD, under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income equals 50% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit.

iii. Five (5) of the units at the Property (the “40% Units”) shall have rents not exceeding the lesser of (i) fair market rent for comparable units in the area as established by the HUD, under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income equals 40% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit.

iv. Twelve (12) of the units at the Property (the “30% Units”) shall have rents not exceeding the lesser of (i) fair market rent for comparable units in the area as established by the HUD, under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income

equals 30% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit.

v. The 60% Units, 50% Units, 40% Units, and 30% Units are referred to collectively herein as the “City Units.” By executing this Loan Agreement, Borrower acknowledges receipt of HUD's current rent guidelines from HOST. It shall be Borrower's responsibility to obtain updated guidelines from HOST to confirm the annual calculation of the maximum rents for the Denver area.

vi. The City shall determine maximum monthly allowances for utilities and services annually in accordance with 24 C.F.R. 92.252(d)(1) or another method acceptable to the City. Rents shall not exceed the maximum rents as determined above minus the monthly allowance for utilities and services. The City shall review rents for compliance within ninety (90) days after HOST requests rent information from Borrower.

2. Section 6 of the Loan Agreement, titled ‘RESTRICTIONS ON USE OF PROPERTY’, subsection C, titled Designation of Units, is hereby deleted in its entirety and replaced with:

“6. **RESTRICTION ON USE OF PROPERTY:**

C. Designation of Units: All of the City Units are floating, and are designated as follows:

BEDROOMS	30% Units	40% Units	50% Units	60% Units
Studio	4	2	1	0
1 Bedroom	8	3	11	34
TOTAL	12	5	12	34

3. As a condition of this Amendment, Borrower shall cause an amended covenant, in a form satisfactory to the City, to be executed memorializing the revisions set forth in the Amendment.

4. Except as herein amended, the Loan Documents continue in effect and are affirmed and ratified in each and every particular.

5. This First 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.

6. The Loan Documents are hereby modified to reflect the amended terms of the Loan Agreement set forth above. In the event of a conflict between the terms of this Loan Amendment and the Loan Agreement, the terms of this Loan Amendment shall control.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

HOST-202684373-01 / HOST-202368442
ARCHDIOCESAN HOUSING, INC.

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

HOST-202684373-01 / HOST-202368442
ARCHDIOCESAN HOUSING, INC.

By:

Signed by:

Justin Raddatz

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Name:

Justin Raddatz

(please print)

Title:

Executive Director

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)