

## **FIRST AMENDMENT AND MODIFICATION AGREEMENT**

**THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT** (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **THE ST. FRANCIS CENTER**, a Colorado non-profit corporation, whose address is 2323 Curtis Street, Denver, CO 80205, each individually a “Party” and collectively the “Parties.”

### **RECITALS:**

**WHEREAS**, the Parties entered into a loan agreement dated October 13, 2020 (the “Loan Agreement”) for the City to provide affordable housing permanent funds to the Borrower in the principal amount of \$2,100,000.00 (the “Loan”); and

**WHEREAS**, the Borrower is the managing member of Warren Residences, LLC (the “Owner”), which will own, develop, and operate the 48-unit affordable rental unit project (the “Project”) referred to in the Loan Agreement; and

**WHEREAS**, the funds provided to the Borrower will be loaned by the Borrower to the Owner for the development of the Project; and

**WHEREAS**, the Parties wish to amend and modify the terms and conditions of the Loan Documents to properly document the structure of the transaction and clarify certain terms related to the use of funds, the City’s security, and Borrower’s loan to the Owner.

**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:

1. Section 1 of the Loan Agreement entitled **LOAN TO BORROWER** is replaced in its entirety by the following:

“A. Loan to Borrower. Subject to the terms of this Agreement, the City agrees to lend Borrower the sum of \$2,100,000.00 (the “Loan”). In addition to the Loan Agreement, the Borrower will execute a promissory note in a form satisfactory to the City evidencing this Loan (the “Promissory Note”). The Loan shall mature and be due and payable on the 99<sup>th</sup> anniversary of the date of the Promissory Note (the “Maturity Date”). The outstanding principal balance of the Loan shall bear simple

interest at a rate of zero percent (0%) per annum until paid in full or forgiven in accordance with the terms hereof. Repayments shall be forgiven by the City on the Maturity Date so long as Borrower is in compliance with the terms and conditions of this Loan Agreement and the Owner is compliance with the terms and conditions of the Covenant (as defined below).

B. Borrower's Use of Funds. The Borrower will lend the entirety of the Loan proceeds to the Owner for the development of the Project in accordance with Exhibit A. Borrower's loan to the Owner will be evidenced by a loan agreement and promissory note (the "Owner Note") and secured by a deed of trust on the Property ("Owner Deed of Trust"). All monies received by Borrower from the Owner pursuant to the Owner Note must be used to fund supportive housing services being provided to tenants of the Project. On or before each May 15<sup>th</sup> during the term of the Owner Note, the Borrower must provide the City with a report or reports in a form satisfactory to the City that demonstrates (i) the principal and interest payments made, if any, by the Owner to the Borrower on the Owner Note and (ii) how monies received will be used to fund supportive services for tenants of the Project. The Borrower must collaterally assign the Owner Note and Owner Deed of Trust to the City as security for the Loan. Borrower must cause the Owner to execute and record a covenant securing the Property for use as affordable housing as required by Section 6 hereof (the "Covenant"). The Covenant must be in a form approved by the City."

2. Section 2 of the Loan Agreement entitled **SECURITY**: is replaced in its entirety with the following:

"Repayment of the Promissory Note will be secured by a collateral assignment of the Owner Note and Owner Deed of Trust (the "Collateral Assignment"). The Owner Deed of Trust will encumber the real property known and numbered as 1630 E. 14<sup>th</sup> Avenue, Denver, Colorado 80218 and legally described as set forth on Exhibit D (the "Property").

3. Section 3 of the Loan Agreement entitled **SUBORDINATION; DEADLINES**: is replaced in its entirety with the following:

"A. Borrower's Subordination of Owner Deed of Trust. Borrower may not subordinate the lien of the Owner Deed of Trust or any of its other security interests, liens, or any other encumbrance granted in connection with its loan to the Owner without the express written approval of the Executive Director or the Executive Director's Designee (the "Executive Director") of the Department of Housing Stability ("HOST").

B. City's Subordination of Owner Deed of Trust and Covenant.

1. The Executive Director is authorized to consent to the Borrower's subordination of the lien of the Owner Deed of Trust or execute documents necessary to subordinate the lien of the collaterally assigned Owner Deed of Trust and Covenant so long as (i) the subordination agreement is substantially in the form attached hereto as Exhibit E-1; (ii) encumbrances prior to Owner Deed of Trust do not exceed \$4,000,000.00 under a construction loan or \$3,000,000.00 under a permanent loan; and (iii) Borrower is not then in default of its obligations pursuant to the Loan Agreement, Promissory Note, or Collateral Assignment; and (iv) the Owner is not in violation of any terms of the Owner Deed of Trust or Covenant.
  
2. The Executive Director is authorized to consent to the Borrower's subordination of the lien of the Owner Deed of Trust or to execute documents necessary to subordinate the lien of the collaterally assigned Owner Deed of Trust and Covenant to land use restriction agreements ("LURAs"), such as the LURA required by the Colorado Housing and Finance Authority, so long as (i) the subordination agreement is in the form acceptable to the City Attorney; (ii) encumbrances prior to Owner Deed of Trust do not exceed \$4,000,000.00 under a construction loan or \$3,000,000.00 under a permanent loan; (iii) Borrower is not in default of its obligations pursuant to the Loan Agreement, Promissory Note, Collateral Assignment; and (iv) the Owner is not in default of the Owner Deed of Trust or the Covenant.

C. Other Documents. The Executive Director is authorized to execute documents necessary to accomplish the Loan, so long as (i) such documents are in a form satisfactory to the City Attorney; (ii) encumbrances prior to Owner Deed of Trust do not exceed \$4,000,000.00 under a construction loan or \$3,000,000.00 under a permanent loan; (iii) Borrower is not in default of its obligations pursuant to the Loan Agreement, Promissory Note, Collateral Assignment; and (iv) the Owner is not in default of the Owner Deed of Trust or the Covenant."

4. The first sentence of Subsection E. of Section 6. entitled Covenant Running with the Land is replaced with the following"

“At closing, Borrower shall cause the Owner to execute a covenant in a form satisfactory to the City (the “Covenant”), setting forth the rental and occupancy limitations described in subparagraphs A. and B of this Section 6, which shall be recorded in the real estate records of the City and County of Denver and which shall constate a covenant running with Owner’s leasehold interest in the land The Covenant shall encumber the Property for a period not less than 99 years from the date of the Covenant. The Owner’s violation of the Covenant shall be treated as an event of default of this Agreement.”

5. Section 8. of the Loan Agreement entitled **LEASES** is replaced in its entirety with the following:

“Borrower shall cause the Owner to enter into a written lease with tenants for a period of not less than one year, unless by mutual agreement between the tenant, Owner, and the Borrower a shorter period is specified.”

6. Section 10. of the Loan Agreement entitled **PROHIBITION OF CERTAIN FEES** is replaced in its entirety with the following:

“Tenants of City Units may not be charged fees that are not customarily charged in rental housing (e.g. laundry room access fees), except that the following fees may be charged: reasonable application fees to prospective tenants; parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.”

7. Section 12. of the Loan Agreement entitled **MAINTENANCE AND REPLACEMENT** is replaced in its entirety with the following:

“Borrower shall cause the Owner to maintain the Property in compliance with all applicable housing quality standards and local code requirements. Newly constructed or substantially rehabilitated housing must meet applicable requirements referenced at 24 C.F.R. 92.251.”

8. The introductory clause of Section 13. of the Loan Agreement entitled **TENANT SELECTION** is revised with the following:

“Borrower must cause the Owner to adopt written tenant selection policies and criteria that:”

9. Section 15. of the Loan Agreement entitled **AFFIRMATIVE MARKETING** is replaced in its entirety with the following:

“Borrower shall cause the Owner to comply with the procedures outlined in the affirmative marketing program, attached hereto as **Exhibit C** and incorporated herein (the “Affirmative Marketing Program”), to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property’s housing market area in accordance with 24 CFR 92.351. Except Borrower may allow the Owner to limit eligibility or give preference to a particular segment of the population in accordance with 24 CFR 92.253(d). Within six (6) months of the effective date of the Promissory Note, Borrower shall provide the Owner’s plan required by the Affirmative Marketing Program (the “Affirmative Marketing Plan”) to HOST. The Affirmative Marketing Plan must be approved by HOST prior to the Owner adopting it or engaging in any affirmative marketing of the Project.”

10. The introductory clause of Section 21. of the Loan Agreement entitled **INSURANCE** is revised with the following:

“Borrower and the Owner or their respective contractor(s) shall procure and maintain insurance in the following types and amounts:”

11. Subsection A. of Section 23. entitled **Default** is replaced in its entirety with the following:

“The occurrence of any of the following events shall constitute a default of this Loan Agreement:

1. Any breach of this Loan Agreement, the Promissory Note, the Owner Deed of Trust, the Collateral Assignment, the Covenant, or the SH Contract, if not cured within any applicable notice and cure period;

2. The City determines that any warranty, representation, or statement made or furnished to the City by or on behalf of Borrower or Owner in connection with this Loan Agreement proves to have been false in any material respect when made or furnished; or

3. Borrower or Owner becomes delinquent to the City on loan, contractual, or tax obligations as due, or with any rule, regulation or provision referred to in the Loan Agreement.”

12. All references in the Loan Agreement to the “Deed of Trust” shall be revised and replaced with “Owner Deed of Trust.”

13. Exhibit E-1 attached hereto shall replace and supersede Exhibit E attached to the Loan Agreement. All other exhibits attached to the Loan Agreement shall continue in full force and effect.

14. Except as herein amended, the Loan Agreement continues in effect, and is affirmed and ratified in each and every particular.

15. This 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** HOST-202157767-01; HOST-202054974-00  
**Contractor Name:** THE ST FRANCIS CENTER

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202157767-01; HOST-202054974-00  
THE ST FRANCIS CENTER

By: See Attached

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:**  
**Contractor Name:**

HOST-202157922-01; HOST-202054974-00  
THE ST FRANCIS CENTER

By: Tom Luehas

Name: TOM LUEHAS  
(please print)

Title: EXECUTIVE DIRECTOR  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") dated [INSERT DATE], is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, the present holder of a certain deed of trust, whose address is Department of Housing Stability, 201 W. Colfax Ave., Dept. 615, Denver, Colorado 80202 (the "Junior Lender") and Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, whose address is 1981 Blake Street, Denver, CO 80202 (the "Senior Lender").

### PRELIMINARY STATEMENTS

A. The Junior Lender has made a loan to St. Francis Center, a Colorado nonprofit corporation (the "SFC") in the principal amount of \$2,100,000, evidenced by that certain Promissory Note, dated as of \_\_\_\_\_, 2021 made by SFC and payable to the Junior Lender (the "Junior Lender Note").

SFC has made a loan to Warren Residences, LLC, a Colorado limited liability company (the "Owner"), in a principal amount of \$2,100,000 evidenced by that certain Promissory Note, dated as of \_\_\_\_\_, 2021, made by the Owner and payable to SFC (the "Owner Note") and secured by that certain Deed of Trust (the "Junior Deed of Trust") made as of \_\_\_\_\_, 2021 and recorded on \_\_\_\_\_, 2021 at Reception No. \_\_\_\_\_ of the real property records in the office of the Clerk and Recorder of Denver County, State of Colorado (the "Junior Deed of Trust" and together with the Promissory Note and all other documents evidencing, securing or executed in connection with the Junior Obligations (defined below), are collectively, the "Junior Loan Documents"), encumbering the following described property (the "Property"):

LOTS 1, 2, 3, 4, AND 5 BLOCK 38  
WYMAN'S ADDITION TO CITY OF DENVER

B. Pursuant to the Collateral Assignment of Note and Deed of Trust dated as of \_\_\_\_\_, 2021, made by SFC for the benefit of Junior Lender and recorded on \_\_\_\_\_, 2021 at Reception No. \_\_\_\_\_ of the real property records in the office of the Clerk and Recorder of Denver County, State of Colorado (the "Collateral Assignment"), SFC has assigned to Junior Lender, as collateral for the Junior Lender Note, the rights of SFC under the Owner Note and the Junior Deed of Trust.

C. In connection with loan funds received by the Owner, the Owner executed a Rental and Occupancy Covenant dated \_\_\_\_\_, 2021 (the "City Covenant"), which was recorded on \_\_\_\_\_, 2021 at Reception Number \_\_\_\_\_ in the real property records of the City and County of Denver, State of Colorado.

C. The Senior Lender plans to grant Owner a loan of \$2,350,000 and will execute a deed of trust ("Senior Deed of Trust") which will cover and encumber all or part of the Property

and securing a note in like amount, and the Senior Deed of Trust is to be recorded in the records of the office of the Clerk and Recorder of Denver County, State of Colorado.

D. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Junior Deed of Trust be subordinated to the lien of the Senior Deed of Trust.

## **AGREEMENT**

For and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Junior Deed of Trust. As used herein, the following terms shall have the meanings assigned to them:

"Senior Obligations" means each and every debt, liability and obligation of every type and description that the Owner may now or at any time hereafter owe to the Senior Lender in connection with the Senior Deed of Trust, whether such debt, liability or obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

"Junior Obligations" means any deed of trust or other mortgage, lien or encumbrance made by the Owner to and for the benefit of the Junior Lender, including, without limitation, the Junior Deed of Trust, City Covenant, and any and all security interests, liens or other encumbrances granted in connection with the loan by the Owner and in favor of the Junior Lender.

2. Subordination. All Junior Obligations and Junior Loan Documents are hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Senior Obligations. The Junior Lender hereby agrees that (regardless of any priority otherwise available to the Junior Lender by law or by agreement) any security interest that the Junior Lender might now hold in the Mortgaged Property, is fully subordinate to any security interest that the Senior Lender may now or hereafter hold in the Mortgaged Property. No amendment of any of the Junior Obligations shall directly or indirectly modify the provisions of this Agreement or impair the subordination of the Junior Obligations and Junior Loan Documents to the Senior Obligations and Senior Loan Document

3. Collateral and Security Interest. Until all of the Senior Obligations have been paid in full, the Junior Lender shall not demand, receive or accept, except as otherwise described in this Agreement, (i) a pledge of any of the Mortgaged Property as security for the Junior Obligations, or (ii) a grant of any security interest or any other right or interest in any of the Mortgaged Property.

4. Payments Before Default Under Senior Loan Documents. Until the Junior Lender receives notice from the Senior Lender that a default has occurred in connection with the Senior Loan Documents as set forth in Section 8 herein, the Junior Lender shall be entitled to retain for its own account all payments made in connection with the Junior Obligations.

5. Waiver and Consent. The Senior Lender shall have no obligation to the Junior Lender with respect to the Mortgaged Property or the Senior Obligations. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Mortgaged Property, (c) in the Senior Lender's name, the Junior Lender's name or in the Owner's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Mortgaged Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Mortgaged Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Mortgaged Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Mortgaged Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

6. No Action. Except to the extent that Junior Lender obtains Senior Lender's permission pursuant to the following sentence, the Junior Lender will not commence any action or proceeding with respect to the Mortgaged Property or against the Owner, will not take possession of, sell or dispose of, or otherwise deal with, the Mortgaged Property, and will not exercise or enforce any other right or remedy that may be available to the Junior Lender against the Owner or with respect to the Mortgaged Property upon Owner's default with respect to the Junior Obligations, without the Senior Lender's prior written consent, which shall not be unreasonably withheld or delayed. In addition, and without limiting the generality of the foregoing, if the Owner is in default under the Senior Deed of Trust, any credit agreement or other agreement in favor of the Senior Lender (the "Senior Loan Documents") and the Senior Lender or Owner intends to sell any part of the Mortgaged Property to an unrelated third party, the Junior Lender shall, upon the Senior Lender's request, promptly execute and deliver to such purchaser such instruments as may reasonably be necessary to terminate and release any security interest or lien the Junior Lender might have in the Mortgaged Property to be sold.

7. Notice of Default to Senior Lender. Any notice provided to Owner by the Junior Lender of any default under the Junior Deed of Trust shall also be sent to Senior Lender. Junior Lender shall afford Senior Lender the right but not the obligation to cure any default or Event of Default within sixty (60) days after Senior Lender receives such notice, and Junior Lender agrees to accept such performance as if it were undertaken by Borrower.

8. Notice of Default to Junior Lender. Senior Lender shall deliver to the Junior Lender a default notice within ten business days in each case where Senior Lender has given a default notice to the Owner. The Junior Lender shall have the right, but not the obligation, to cure any default under the Senior Loan Documents within the same time, and the same manner, as the Owner pursuant to the Senior Loan Documents. All amounts paid by the Junior Lender to Senior Lender to cure a default under the Senior Loan Documents shall be deemed to have been

advanced by the Junior Lender pursuant to, and shall be secured by the lien of, the Junior Deed of Trust.

9. Default under Senior Loan Documents. Junior Lender agrees that a default under the Senior Loan Documents shall not constitute a default under the Junior Loan Documents if no other default has occurred and is continuing under the Junior Loan Documents until either (i) Senior Lender has accelerated the maturity of the Senior Note or Senior Deed of Trust, as the case may be, or (ii) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. If at any time Owner cures any default under the Senior Loan Documents to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Junior Lender, any default under the Junior Loan Documents arising therefrom shall be deemed cured and the Junior Obligations shall be retroactively reinstated as if such default had never occurred.

10. No Representations or Warranties Concerning Mortgaged Property. Neither the Junior Lender nor the Senior Lender (i) makes any representation or warranty concerning the Mortgaged Property or the validity, perfection or (except as to the subordination effected hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Mortgaged Property.

11. Junior Lender Representations. Junior Lender further represents and warrants that each of the following is true as of the date of this Agreement: (i) the Junior Loan Documents are now in full force and effect; (ii) the Junior Loan Documents have not been modified or amended; (iii) no Junior Deed of Trust Default has occurred; (iv) except as provided in the Collateral Assignment, Junior Lender is the beneficiary of the Junior Loan Documents; and (v) except as provided in the Collateral Assignment, none of the rights of Junior Lender under any of the Junior Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise; and (vi) the person signing this Agreement on behalf of Junior Lender has the appropriate authority and/or authorization to bind the Junior Lender.

12. Binding Effect; Miscellaneous. This Agreement shall be binding upon the Junior Lender and its respective successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns, but neither the Owner nor any other secured party shall be entitled to rely on or enforce this Agreement. This Agreement cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by either of them in connection with this Agreement shall be venued in the City and County of Denver. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Junior Lender waives notice of the Senior Lender's acceptance hereof.

13. Notice. Any notice required under this Agreement shall be deemed to have been given when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Junior Lender or the Senior Lender, as the case may be, set out in the first paragraph of this Agreement.

14. Term. This Agreement shall continue until the earliest to occur of the following events: (i) the payment of all principal, interest, and other amounts payable under the Senior Obligations; (ii) the payment of all principal, interest and other amounts payable under the Junior Obligations; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure, or deed in lieu of foreclosure, or the exercise of a power of sale contained in the Senior Deed of Trust; or (iv) the acquisition by Junior Lender of title to the Mortgaged Property pursuant to a foreclosure, or a deed in lieu of foreclosure, or the exercise of a power of sale contained in the Junior Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

15. Enforceability. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Further Assurances. Subject to the Charter for the City and County of Denver, the Denver Revised Municipal Code, and the policies and procedures of the Junior Lender, the Junior lender hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmation of this Agreement from time to time hereafter, as and when requested by Senior Lender.

17. Entire Agreement. This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Junior Obligations and the Junior Loan Documents to the Senior Obligations and the Senior Loan Documents.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

“JUNIOR LENDER”

**CITY AND COUNTY OF DENVER**, a Colorado Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_, Department of Housing Stability

State of Colorado        )  
  ) ss.  
County of                    )

The foregoing instrument was subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Department of Housing Stability for the City and County of Denver, a municipal corporation of the State of Colorado, for and on behalf of the City.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

“SENIOR LENDER”

Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado            )  
  ) ss.  
County of                    )

The foregoing instrument was subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Acknowledged by OWNER:

WARREN RESIDENCES, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Consented to by St. Francis Center:

ST. FRANCIS CENTER,  
a Colorado nonprofit corporation,

By: \_\_\_\_\_

Title: \_\_\_\_\_