

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY 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 **COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit corporation, whose address is 2100 Broadway, Denver, CO 80205 (“Borrower”), each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a loan agreement dated November 13, 2000, as amended by that Amendatory Agreement dated February 5, 2001 (collectively, the “Loan Agreement”), relating to a loan to Borrower in the original principal amount of \$600,000.00 (the “Loan”); and

WHEREAS, the Borrower executed a promissory note dated February 14, 2001 evidencing the terms of the Loan (the “Promissory Note”); and

WHEREAS, repayment of the Promissory Note was secured by a Collateral Assignment of Note and Deed of Trust dated February 14, 2001 and recorded on February 20, 2001 at Reception No. 200123265 (the “Security”); and

WHEREAS, the Borrower recorded a covenant dated February 14, 2001 and recorded on February 20, 2000 at Reception No. 2001023261 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, Promissory Note, Covenant, and Security are referred to herein as the “Loan Documents;” and

WHEREAS, the Parties wish to amend and modify the Loan Documents to amend the term.

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. All references to the “Housing and Neighborhood Development Services Division” and “HNDS” in the Loan Documents shall be replaced to read “Department of Housing Stability” and “HOST,” respectively.

2. The last sentence of Section 1 of the Loan Agreement entitled **LOAN TO BORROWER** is deleted and replaced with the following:

“Presuming such compliance, repayment shall be forgiven on the first day following the 20th anniversary of the Promissory Note.”

3. The second to last sentence of Section 6.C. of the Loan Agreement entitled **Covenant Running with the Land** is deleted and replaced with the following:

“The covenant shall encumber the Property for a period not less than twenty (20) years from the date of its recording.”

4. The Executive Director of HOST or the Executive Director’s designee is authorized to execute documents necessary and appropriate to accomplish the objectives of this Amendment so long as the documents are in a form acceptable to the City Attorney.

5. The Loan Documents are hereby modified to reflect the amended terms of the Loan Agreement.

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

7. 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.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202160837-02 (GE0Y078)
Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

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-202160837-02 (GE0Y078)
THE COLORADO COALITION FOR THE HOMELESS

By:  _____

Name: John Przeworski
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: N/A _____

Name: _____
(please print)

Title: _____
(please print)