

When Recorded Return to:

Vice President, Multifamily
Finance & Development
Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120

Tax Parcel I.D. No.: 15-13-206-009

AMENDMENT TO
LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

This Amendment to Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Amendment") is made effective as of the 13 day of January, 2025, by and between **PLATFORM 1500 LLC**, a Utah limited liability company, its successors and assigns (the "Project Owner"), and **UTAH HOUSING CORPORATION**, a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, the Project Owner and Utah Housing entered into and executed that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants, effective as of May 31, 2023 (the "Original Agreement"), which was recorded in the Salt Lake County real property records on June 1, 2023, as Entry No. 14112487, in Book 11423, at Pages 125-139, which provided for certain regulatory and restrictive covenants governing the use, occupancy and transfer of that certain low-income housing tax credit project known as Platform 1500 Apartments (the "Project") located upon and being a part of the real property described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Utah Housing will accept a return of Housing Credits in exchange for a new Allocation only for those projects which were awarded Housing Credits remaining from a previous year's cycle; and

WHEREAS, the Project requested and Utah Housing agreed to swap the originally awarded 2022 federal tax credits for 2024 federal tax credits; and

WHEREAS, because the low-income housing tax credits are being allocated to the Project in 2024, a new building identification number has been assigned to the Project.

NOW THEREFORE, in consideration of the mutual promises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Project Owner and Utah Housing agree to this Amendment to supersede and replace, in its entirety, Paragraph 1 of the Original Agreement, to read as follows:

1. Applicable Fraction. The Project Owner agrees that the applicable fraction, as defined in IRC § 42(c)(1), for each taxable year in the extended use period, as defined in IRC § 42, for the following qualified low-income buildings of the Project will not be less than 100%:

<u>Building Id. No.</u>	<u>Address</u>
UT-24-68001	1512 South 300 West, Salt Lake City, Utah 84115

All other terms, conditions, and provisions of the Original Agreement shall continue in full force and effect.

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized representatives.

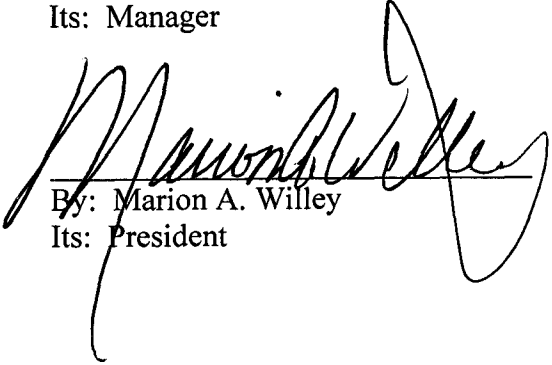
“PROJECT OWNER”

PLATFORM 1500 LLC,
a Utah limited liability company

By: Platform 1500 GP LLC,
a Utah limited liability company
Its: Manager

By: WRNP Platform 1500 LLC,
a Utah limited liability company
Its: Manger

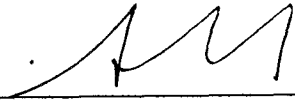
By: Western Region Nonprofit
Housing Corporation,
a Utah nonprofit corporation
Its: Manager



By: Marion A. Willey
Its: President

“UTAH HOUSING”

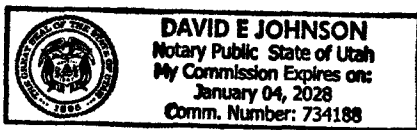
UTAH HOUSING CORPORATION,
a Utah public corporation



By: Andrew Nestlehut
Its: Senior Vice President & CFO

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of January, 2025, by Marion A. Willey, the President of Western Region Nonprofit Housing Corporation, a Utah nonprofit corporation, which is the Manager of WRNP Platform 1500 LLC, a Utah limited liability company, which is the Manager of Platform 1500 GP LLC, a Utah limited liability company, which is the Manager of Platform 1500 LLC, a Utah limited liability company.

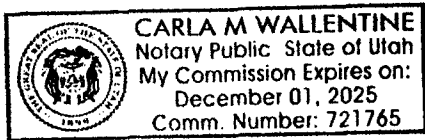


A handwritten signature in cursive script, appearing to read "David Johnson", written over a horizontal line.

NOTARY PUBLIC
Residing at: Salt Lake County
My commission expires: 01/04/2028

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of January, 2025, by Andrew Nestlehut, the Senior Vice President & CFO of Utah Housing Corporation, a Utah public corporation.



A handwritten signature in cursive script, appearing to read "Carla M Wallentine", written over a horizontal line.

NOTARY PUBLIC
Residing at:
My commission expires:

EXHIBIT A

Legal Description

That certain parcel of real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

A part of the BURR OAK ADDITION, A Subdivision of Lot 17, Block 9, 5 Acre Plat "A" Big Field Survey, recorded on September 22, 1891 as Map File No. 43637 in the office of the Salt Lake County Recorder, located in Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located on the westerly right-of-way of 300 West Street, the Basis of Bearing being $S0^{\circ}01'06''E$ along the Monument line of said 300 West Street between two found monuments at the intersections of Andrew Avenue and 1700 South Street, said point also being located on the Northerly right-of-way of said Andrew Avenue, said point also being located West 15.00 feet from the southeast corner of Lot 51 of said BURR OAK ADDITION, A Subdivision of Lot 17, Block 9, 5 Acre Plat "A" Big Field Survey, recorded on September 22, 1891 as Map File No. 43637 in the office of the Salt Lake County Recorder, said point also being $N89^{\circ}54'13''W$ 57.03 feet along the Monument line and $N0^{\circ}05'47''E$ 16.50 feet from the centerline monument located at the intersection of Andrew Avenue & 300 West Street; running thence westerly along said Subdivision line $N89^{\circ}54'13''W$ 193.22 feet to the westerly line of the easterly 1/2 of Lot 48 of said Subdivision; thence northerly along said westerly line $N0^{\circ}05'47''E$ 110.50 feet to a point located on the southerly right-of-way of 1500 South Street; thence easterly along said right-of-way $S89^{\circ}54'13''E$ 193.00 feet to a point on said westerly right-of-way of said 300 West Street; thence southerly along said right-of-way $S0^{\circ}01'06''E$ 110.50 feet to the point of beginning.

Contains: 21338± Sq. Feet or 0-49± Acres