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# CHANGE IN TERMS AGREEMENT

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|---|---|---|---|---|---|---|---|
| $6,036,863.41 | 06-01-2017 | 06-01-2043 | 149823160-1 | 1A2 / 30 | | CBR | |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

**Borrower:** Towne Park Homeowners Association, Inc.
425 Towne Park Dr NE
Albuquerque, NM 87123-4876

**Lender:** Los Alamos National Bank
Albuquerque
6700 Jefferson NE, Suite D1
Albuquerque, NM 87109

**Principal Amount: $6,036,863.41** **Date of Agreement: June 20, 2017**

**DESCRIPTION OF EXISTING INDEBTEDNESS.** Lender is the holder of that certain **Promissory Note** from Borrower to Lender dated **May 31, 2013** in the original principal amount of **$11,096,000.00**, and a current balance of **$6,036,863.41**, and any and all renewals of, extensions of, modifications of, and substitutions of subsequently executed.

**DESCRIPTION OF CHANGE IN TERMS.** Recast payment as of July 1, 2017 due to a reduction of principal through lot sales.

**PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 72 monthly consecutive principal and interest payments in the initial amount of $33,905.14 each, beginning July 1, 2017, with interest calculated on the unpaid principal balances using an initial interest rate of 4.800%; 239 monthly consecutive principal and interest payments, beginning July 1, 2023, with interest calculated on the unpaid principal balances using an interest rate based on the Index described below, plus a margin of 3.000 percentage points, the sum rounded to the nearest 0.125, adjusted if necessary for the minimum and maximum rate limitations for this loan; and one principal and interest payment on June 1, 2043, with interest calculated on the unpaid principal balances using an interest rate based on the Index described below, plus a margin of 3.000 percentage points, the sum rounded to the nearest 0.125, adjusted if necessary for the minimum and maximum rate limitations for this loan. The final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan.**

**VARIABLE INTEREST RATE.** For the first 72 payments, the interest rate on this loan will be 4.800%. Thereafter, the interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of one (1) year (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each twelve (12) months. Borrower understands that Lender may make loans based on other rates as well. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 4.800% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**INTEREST CALCULATION METHOD. Interest on this loan is computed on a 30/360 simple interest basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this loan is computed using this method.**

**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

**PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.**

**BORROWER:**

**TOWNE PARK HOMEOWNERS ASSOCIATION, INC.**

By: _____
**Paul Bowdoin, President of Towne Park Homeowners Association, Inc.**

**LENDER:**

**LOS ALAMOS NATIONAL BANK**

x _____
Christopher Brennan, Loan Officer

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# NOTICE OF FINAL AGREEMENT

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|---|---|---|---|---|---|---|---|
| $6,036,863.41 | 06-01-2017 | 06-01-2043 | 149823160-1 | 1A2 / 30 | | CBR | |

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425 Towne Park Dr NE
Albuquerque, NM 87123-4876

**Lender:** Los Alamos National Bank
Albuquerque
6700 Jefferson NE, Suite D1
Albuquerque, NM 87109

**WRITTEN AGREEMENTS.** Each Party who signs below acknowledges the provisions of Section 58-6-5 NMSA 1978 Comp., which require a contract, promise or commitment to loan money or to grant, extend or renew credit or any modification thereof, in an amount greater than twenty-five thousand dollars ($25,000), not primarily for personal, family or household purposes, to be in writing and signed by the Party to be charged or that Party's authorized representative.

**By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.**

**As used in this Notice, the following terms have the following meanings:**

**Loan.** The term "Loan" means the following described loan: a Variable Rate Nondisclosable Loan to a Corporation for $6,036,863.41 due on June 1, 2043. This is a secured renewal loan.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

## LOAN DOCUMENTS

- Corporate Resolution: Towne Park Homeowners Association, Inc.
- Notice of Final Agreement
- Change In Terms Agreement
- Disbursement Request and Authorization
- Errors and Omissions Agreement: Towne Park Homeowners Association, Inc.

**Parties.** The term "Parties" means Los Alamos National Bank and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** Towne Park Homeowners Association, Inc.

**Each Party who signs below, other than Los Alamos National Bank, acknowledges, represents, and warrants to Los Alamos National Bank that it has received, read and understood this Notice of Final Agreement. This Notice is dated June 20, 2017.**

**BORROWER:**

**TOWNE PARK HOMEOWNERS ASSOCIATION, INC.**

By: _____
Paul Bowdoin, President of Towne Park Homeowners Association, Inc.

**LENDER:**

**LOS ALAMOS NATIONAL BANK**

X _____
Christopher Brennan, Loan Officer

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