

**WHEN RECORDED MAIL TO:**  
Office of Economic Development  
Attention: Paul Bunyard  
201 W. Colfax Ave., Dept. 204  
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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**FOURTH AMENDMENT AND MODIFICATION AGREEMENT**

**THIS FOURTH AMENDMENT AND MODIFICATION AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **NEWSSED COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Colorado non-profit corporation (“Borrower” or “Contractor”), whose address is 901 West 10<sup>th</sup> Avenue, Suite 2A, Denver, Colorado 80204 (together, “the Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a loan agreement dated August 6, 2002, as amended by an Amendment and Modification Agreement dated January 3, 2006, a Second Amendment and Modification Agreement dated February 10, 2009 and a Third Amendment and Modification Agreements dated March 28, 2012, relating to a federally-funded loan to Borrower in the original principal amount of One Million and NO/100 Dollars (\$1,000,000.00) (the “Loan Agreement”); and

**WHEREAS**, Borrower entered into that certain deed of trust (the “Santa Fe Deed of Trust”) for the benefit of the City, dated January 14, 2004, and recorded on January 28, 2004 at Reception No. 2004027390 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

Lots 27 through 33, inclusive,  
and the South 1/5 of Lot 34, Block 21,  
Hunt’s Addition to Denver,  
City and County of Denver,  
State of Colorado

also known and numbered as 1029 Santa Fe Drive, Denver, Colorado; and

**WHEREAS**, the Santa Fe Deed of Trust secures the repayment of the indebtedness evidenced by Borrower’s promissory note dated January 14, 2004 (the “Note”); and

**WHEREAS**, the City and Borrower wish to modify the terms of the Loan Agreement, Note, Deed of Trust, and any other documents evidencing or securing the City's loan (together, the "Loan Documents") to modify the security for repayment.

**NOW, THEREFORE**, in consideration of the premises herein contained and other good and valuable consideration, the adequacy of which is acknowledged, the Parties hereby modify the Loan Documents as follows:

1. The City agrees to release the Santa Fe Deed of Trust so long as a new deed of trust, in a form satisfactory to the City and in the approximate amount of \$920,000 (the "Replacement Deed of Trust"), is executed and recorded which encumbers the following described property with prior encumbrances not to exceed \$550,000 in principal amount:

The Commercial Condominium Unit, La Villa de Barela, a Condominium, according to the Condominium Declaration therefore recorded December 30, 2005, in the office of the Clerk and Recorder of the City and County of Denver, Colorado at Reception No. 2005219788, and the Condominium Map therefore recorded December 30, 2005, in such office at Reception no. 2005219787,

also known and numbered at 901 West 10<sup>th</sup> Avenue, Commercial Unit, Denver, Colorado. The release of the Santa Fe Deed of Trust and the recording of the Replacement Deed of Trust will occur at the closing of a redevelopment project at the site currently encumbered by the Santa Fe Deed of Trust.

2. The Deputy Director of the Office of Economic Development, or permitted designee, is hereby authorized to execute documents necessary to release the Santa Fe Deed of Trust upon recordation of the Replacement Deed of Trust.

3. Borrower consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. Except as modified herein, the Loan Documents remain unmodified and are hereby ratified and reaffirmed.

[The balance of page intentionally left blank.]

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** OEDEV-GE2Y004-05

**Contractor Name:** NEWSFD COMMUNITY DEVELOPMENT CORP

By: Veronica Barela

Name: Veronica Barela  
(please print)

Title: President & CEO  
(please print)

**ATTEST: [if required]**

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

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

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

