

WHEN RECORDED MAIL TO:

Office of Economic Development
Attention: Theresa Mendoza
101 W. Colfax Ave., Suite 850
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

FIRST ASSUMPTION, AMENDMENT AND MODIFICATION AGREEMENT

THIS FIRST ASSUMPTION, AMENDMENT AND MODIFICATION 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 **Rocky Mountain Public Media, Inc., f/k/a Rocky Mountain Public Broadcasting Network, Inc.**, a Colorado non-profit corporation, whose address is 1089 Bannock Street, Denver, Colorado 80204 (“Borrower”)(together, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated September 16, 2016, relating to a loan with a principal sum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) to a selected business entity within a designated target area (the “Loan Agreement”); and

WHEREAS, Borrower executed that certain deed of trust (the “Deed of Trust”) for the benefit of the City, dated October 6, 2016, which was recorded on October 11, 2016 at Reception No. 2016140770 of the records of the City & County of Denver, State of Colorado; and

WHEREAS, the Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated October 6, 2016 (the “Note”); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deed of Trust, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”); to loan additional funds in the amount of One Million Nine Hundred Thousand Dollars and No Cents (\$1,900,000.00); and to modify the repayments terms and various other provisions contained in the Loan Documents; and

WHEREAS, subsequent to execution of the Loan Documents, Borrower changed its name from Rocky Mountain Public Broadcasting Network, Inc. to Rocky Mountain Public Media, Inc., and Rocky Mountain Public Media, Inc. seeks to reaffirm its prior assumption of all obligations of Rocky Mountain Public Broadcasting Network, Inc.; and

WHEREAS, additional funding to Borrower from City Skyline funds will produce area benefit activities pursuant to 24 CFR 507.208(a)(1), and resultant activity shall be available to all residents in Denver and surrounding areas/neighborhoods, where at least fifty-one percent (51%) of residents are individuals with low or moderate income;

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 amount, source of funds and other terms for the Note are hereby amended as follows:

a. All references to One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) are hereby deleted and replaced with Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00).

b. The following terms shall be added to the Note following the third paragraph: “In addition, the City has made a One Million Nine Hundred Thousand and No Cents (\$1,900,000.00) loan to Borrower from the City’s Skyline Fund (“Skyline Loan Proceeds”) which shall bear interest at zero percent (0%). The entire balance of principal and interest for The Skyline Loan Proceeds shall be due and payable on or before the first day of November 2026, or upon sale or other transfer of ownership rights of the condo portion of the Property leased by the City, currently known as the Community Media Center, whichever is sooner. The Skyline Loan Proceeds shall not be used and disbursed pursuant to paragraph 5 of the Loan Agreement and shall not be subject to paragraphs 6 and 7 of the Loan Agreement which shall concern the Repayable Loan and the Performance Based Loan Amounts only.

c. The second paragraph of the Note shall be deleted and replaced in its entirety with the following:

“Five Hundred Thousand Dollars and No Cents (\$500,000.00) of the Loan (the “Repayable Loan”) shall be due and payable together with interest at the rate of two (2.0%) per annum, in monthly installments of Eight Hundred Thirty-Three Dollars and 33 Cents (\$833.33), commencing on the first day of the second month following execution of this First Assumption, Amendment and Modification Agreement, and continuing thereafter on the first day of each succeeding month until a certificate of occupancy is issued for any portion of the property described in Exhibit A of the Deed of Trust (the “Property”). On the first day of the first

calendar month after a certificate of occupancy is issued for any portion of the Property and on the first day of each succeeding month thereafter, monthly installments of principal and interest in the amount of Six Thousand Three Hundred Eighty-Three Dollars and 72 Cents (\$6,383.72) are due and payable. The balance remaining unpaid plus accrued interest shall be due and payable on or before the first day of the eighty-fourth (84th) month following the execution of the First Assumption, Amendment and Modification Agreement (the “Maturity Date”). As of the date of the First Assumption, Amendment and Modification Agreement, Borrower has previously paid City Eight Thousand Four Hundred Sixteen Dollars and Sixty-four cents \$8,416.64 related to the Repayable Loan (“RL Prepayment”). The RL Prepayment shall be credited by City against Borrower’s Repayable Loan payment obligations described in this Paragraph. All payments of principal and interest shall be made at the City’s offices at the address shown above, or at such other place as the City shall have designated to Borrower in writing. Interest shall commence accruing upon the execution of the Promissory Note.” Notwithstanding anything contained in the Loan Documents to the contrary, the above language shall control with respect to repayment of the Repayable Loan, and the Loan Documents, including Paragraph 2.A. of the Loan Agreement are hereby modified accordingly.

d. The Paragraph commencing with “Presuming compliance. . .” shall be deleted and replaced in its entirety with the following:

“Presuming compliance with Borrower’s obligations hereunder and in the Loan Agreement, the Performance Based Loan Amount shall be deemed fully paid and satisfied on the first day of the eighty-fourth month following execution of the First Assumption, Amendment and Modification Agreement.”

2. Certain terms described in the Loan Agreement are hereby amended as follows:

a. Paragraph 3 shall be deleted and replaced in its entirety with the following:

“3. SECURITY FOR REPAYMENT: This loan will be secured by a security agreement in certain personal property owned by Borrower and a Deed of Trust (the “Security Agreements”) in form satisfactory to City, and as attached hereto as Exhibit A.”

b. Paragraph 4 shall be deleted and replaced in its entirety with the following:

“4. SUBORDINATION: The Executive Director of the Office of Economic Development (“OED”), or the Executive Director’s designee, is authorized to execute documents necessary to

subordinate the City's interest pursuant to the Security Agreements, so long as Borrower is not then in default of its obligations hereunder.”

c. The deadline for certain draw downs shall be extended by twenty-four (24) months. All references in Paragraph 6 to “September 30, 2017” shall be deleted and replaced with “September 30, 2019.”

d. The deadline for job creation described in Paragraph 7(b) shall be extended by an additional twenty-four (24) months. The reference in Paragraph 7(B) to “twenty-fourth (24th) month” is hereby deleted and replaced with “forty-eighth (48th) month”.

e. A new Paragraph 23 shall be added as follows:

“23. TIME OF PERFORMANCE: RESTRICTIONS ON USE OF PROPERTY:

A. Once construction is complete, Borrower agrees to utilize the Property for a public purpose acceptable to OED for a period of seven (7) years. For value received, and notwithstanding anything else contained in the Loan Documents to the contrary, Borrower shall immediately repay all amounts loaned pursuant to the Loan Documents, in the amount of Three Million Four Hundred Thousand and NO Cents (\$3,400,000.00), plus accrued interest, if the Property ceases to be used for a public purpose during the seven (7) year period.

B. After seven (7) years from the completion of construction, presuming compliance with this Paragraph, this obligation shall be cancelled.

f. A new Paragraph 24 shall be added as follows:

“24. REPLACEMENT COLLATERAL: The City agrees to release its security interest in all or a portion of the personal property and/or real property described in **Exhibit A** hereto so long as the Borrower causes additional property acceptable to the City to be pledged as replacement collateral, in form and amount acceptable to the City, for the **Exhibit A** collateral (the “Replacement Collateral”). The net market value of the Replacement Collateral together with any collateral that is not released by City, and accounting for any encumbrances, shall not be less than Three Million Four Hundred Thousand and NO Cents (\$3,400,000.00)(the “Minimum Replacement Collateral Value”).

g. A new Paragraph 25 shall be added as follows:

“25. METHOD OF COLLATERAL REPLACEMENT: The OED Executive Director, or permitted designee, is hereby authorized to execute documents necessary to release the City's security interest in part or all of the collateral and real property described in Exhibit A, and to

execute necessary documents to do so, as long as (a) such documents are in form satisfactory to the City Attorney; (b) Borrower is not then in default of its obligations under any of the Loan Documents; and (3) Borrower has conveyed a security interest in the Replacement Collateral which exceeds the Minimum Replacement Collateral Value in a form satisfactory to the City.

3. OED is hereby authorized and shall release its security interest created by the Deed of Trust after execution of this First Assumption, Amendment and Modification Agreement and all references to the Deed of Trust contained in the Loan Agreement are hereby deleted.
4. Subsequent to execution of the Loan Documents, Borrower changed its name from Rocky Mountain Public Broadcasting Network, Inc. to Rocky Mountain Public Media, Inc. and Rocky Mountain Public Media, Inc. hereby reaffirms its prior assumption of all obligations of Rocky Mountain Public Broadcasting Network, Inc.
5. The Loan Documents are hereby amended to harmoniously reflect the amended terms of the Note, Loan Agreement and Deed of Trust respectively described in this First Assumption, Amendment and Modification Agreement.
6. Except as modified herein, the Loan Documents remain unmodified.

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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-201629108-01

Contractor Name: Rocky Mountain Public Media, Inc.

By: 

Name: Armando Montain
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: 

Name: Danna Luo
(please print)

Title: CFO
(please print)

