

THIRD AMENDMENT AND MODIFICATION AGREEMENT

THIS THIRD AMENDMENT AND MODIFICATION AGREEMENT is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **HOPE COMMUNITIES, INC.**, a Colorado non-profit corporation (“Borrower”), whose address is 2543 California Street, Denver, Colorado 80205.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated September 25, 1997, as amended through an Amendatory Agreement dated July 13, 1998 and an Amendment and Modification Agreement dated August 21, 2007 relating to a loan of Four Hundred Thousand Dollars (\$400,000) to a selected business entity within a designated target area (the “Loan Agreement”); and

WHEREAS, Borrower executed a promissory note with the original principal balance of \$300,000 dated October 14, 1997 referenced by loan number 65-01-01 (the “Note”); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to modify and extend the repayment terms contained therein;

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 payment terms of the Note are amended as follows:
 - a. The maturity date of the loan is extended from December 31, 2007 to July 1, 2039.
 - b. Assessed late fees of \$14,027.84 will be waived.
 - c. Beginning December 1, 2010 and continuing each December 1st for ten years until and including December 1, 2019, annual principal-only payments of \$5,000.00 shall be due and payable. The payments for 2010, 2011, and 2012 have been paid.
 - d. Beginning January 1, 2020, monthly principal-only payments of \$1,000.00 shall be due and payable monthly until the loan’s maturity of July 1, 2039.

2. The Loan Documents are hereby modified to reflect the amended terms of the Note.

3. The Agreement is amended by the deletion of Paragraph 21: **PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE.**

4. 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.

5. The City is not liable under this Loan Agreement to any party other than the Borrower. The Borrower shall not assign its interest in the Loan Agreement except upon prior written consent of the City. Any request for assignment will be subject to review and approval by the City's Office of Economic Development loan approval committee.

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

[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-GE7Y042-03

Contractor Name: HOPE COMMUNITIES

By: Lawrence S. Fullerton

Name: CEO/Executive Director
(please print)

Title: Lawrence S. Fullerton
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



HOPE COMMUNITIES, INC.,
a Colorado non-profit corporation
IRS No. 84-0829068

By: James Fullerton
Title: CEO/Executive Director

“BORROWER”

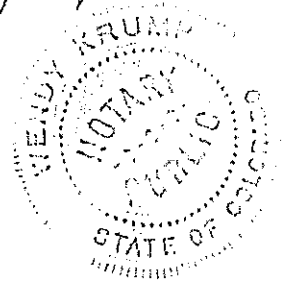
STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 8 day of November, 2012, by Lawrence S. Fullerton
as CEO/Executive Director of HOPE COMMUNITIES, INC.

Witness my hand and official seal.
My commission expires: 11-1-2015

Notary Public

Wendy Krump



HOPE COMMUNITIES, INC.,
a Colorado non-profit corporation
IRS No. 84-0829068

By: _____

Title:

“BORROWER”

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this ____ day of _____, 2012, by _____
as _____ of HOPE COMMUNITIES, INC.

Witness my hand and official seal.
My commission expires: _____

Notary Public