

WHEN RECORDED MAIL TO:

Office of Economic Development
Attention: Rick Snyder
201 W. Colfax Ave., Dept. 204
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

SIXTH AMENDMENT AND MODIFICATION AGREEMENT

THIS SIXTH 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 **NEWSED COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Colorado non-profit corporation (“Borrower” or “Contractor”), whose address is 901 West 10th 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, a Third Amendment and Modification Agreement dated March 28, 2012, a Fourth Amendment and Modification Agreement dated July 21, 2014, and a Fifth Amendment and Modification Agreement relating to a Skyline Loan Program-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 “Deed of Trust”) for the benefit of the City, dated August 30, 2017, and recorded on August 31, 2017 at Reception No. 2017115310 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

THE COMMERCIAL CONDOMINIUM UNIT, LA VILLA DE BARELA, A CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DECLARATION THEREFOR 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 THEREFOR RECORDED DECEMBER 30, 2005 UNDER RECEPTION NO. [2005219787](#).

City and County of Denver,
State of Colorado

also known and numbered as 901 W 10TH AVE # COMM, DENVER, CO 80204 (the “Property”);
and

WHEREAS, the 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 repayment terms of the Note.

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 hereby amended as follows:

a. Monthly installments of principal and interest in the amount of Five Thousand and No/00 Dollars (\$5,000.00) ("Monthly Payment") shall be suspended beginning August 1, 2019, through and including July 1, 2020 (the "Moratorium Period"). No interest shall accrue during the term of the Moratorium Period, however interest shall resume accruing at three percent (3%) on July 1, 2020.

b. Commencing on July 1, 2020, and continuing monthly on the first day of the month through December 1, 2025, the Borrower shall make principal and interest payments in the amount of Five Thousand and No/100 Dollars (\$5,000.00).

c. On December 1, 2025, the interest rate shall be reduced from three percent (3%) to one and one half percent (1.5%).

d. Commencing on January 1, 2026, and continuing monthly on the first day of the month through October 1, 2032, the Borrower shall make principal and interest payments in the amount of Eight Thousand and No/100 Dollars (\$8000.00), at which time the loan will mature and, all amounts of principal and interest still owing shall be paid in full.

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

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.

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Contract Control Number: OEDEV-201952696-07 / GE2Y004-07
Contractor Name: NEWSED COMMUNITY DEVELOPMENT CORPORATION, INC.

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:

Attorney for the City and County of Denver

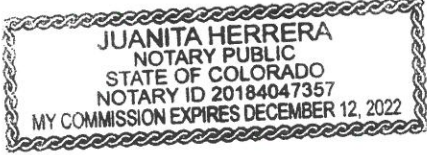
By:

By:

By:

Contract Control Number:
Contractor Name:
CORPORATION, INC.

OEDEV-201952696-06 / GE2Y004-06
NEWSSED COMMUNITY DEVELOPMENT



By: Andrea Barela
Title: President / CEO

“BORROWER”

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

Acknowledged before me this 5 day of 12, 2019, by Andrea Barela as President / CEO of **NEWSSED COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 12/12/2022 Juanita Herrera
Notary Public