

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "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, as amended by First Assumption, Amendment and Modification Agreement dated October 30, 2018 (collectively the "Loan Agreement") relating to a loan to a selected business entity within a designated target area; and

WHEREAS, Borrower executed that certain deed of trust for the benefit of the City, dated October 6, 2016, which was recorded on October 11, 2016 at Reception No. 2016140770 and which was replaced by a Deed of Trust dated October 30, 2018 which was recorded on October 30, 2018 at Reception No. 2018140187 (the "Deed of Trust") 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 and the obligations in the First Assumption, Amendment and Modification Agreement dated October 30, 2018 to be reflected in an Amended Promissory Note (collectively, the "Note"); and

WHEREAS, Borrower executed that certain Security Agreement (the "Security Agreement) for the benefit of the City, dated October 30, 2018, which was recorded on December 5, 2018 at Reception No. 2018154997 of the records of the City & County of Denver, State of Colorado; and

WHEREAS, the Security Agreement secures the repayment of the indebtedness evidenced by the Note; and

WHEREAS, the Borrower has determined to sell the property which is the subject of the Deed of Trust and related to the Security Agreement and the Parties have agreed to a substitution of collateral; and

WHEREAS, Parties wish to modify the terms and conditions of the Loan Agreement, Deed of Trust, Security Agreement and to provide for an amended Note to reflect the total indebtedness incurred on October 30, 2018 any other documents evidencing or securing the City's loan (together, the "Loan Documents") to provide appropriate documentation and to allow for substitution of collateral.

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. Paragraph 3 of the Agreement, entitled "Security for Repayment," is amended to read as follows:

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 (collectively the "Security Agreements") in form satisfactory to City. The legal description for the Security Agreements is attached hereto as **Exhibit A-4**.

2. The revised Legal Description is attached hereto and incorporated herein as **Exhibit A-4** and all references to "Exhibit A" are hereby amended to read "**Exhibit A-4**" and all references to "Legal Description" are deemed to be to the new Exhibit A-4. The Parties shall amend the Security Agreement and enter into a new Deed of Trust and an Amended Promissory Note in the form acceptable to the City. Upon execution and recording of the Amended and Restated Security Agreement, Amendment to Promissory Note, and the new Deed of Trust the City shall release the original Deed of Trust.

3. All references to the "Deed of Trust" are deemed to include the substituted Deed of Trust with the Legal Description as provided at Exhibit A-4, all references to "the Note" are deemed to include the Amendment to Promissory Note, and all referenced to the "Security Agreement" are deemed to include the Amended Security Agreement.

4. Except as herein amended, the Loan Agreement is affirmed and ratified in each and every particular.

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Contract Control Number:
Contractor Name:

OEDEV-202054620-02/Alfresco 201629108-02
ROCKY MOUNTAIN PUBLIC MEDIA

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:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

OEDEV-202054620-02/Alfresco 201629108-02
ROCKY MOUNTAIN PUBLIC MEDIA

By: _____ SEE NEXT PAGE _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

OEDEV-202054620-02/Alfresco 201629108-02
ROCKY MOUNTAIN PUBLIC MEDIA

By: 

Name: Amanda Mountain
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-4

Exhibit A

Legal Description

BUILDING UNITS 2, 3 AND 4, PARKING UNIT I AND TERRACE UNIT, BUELL PUBLIC MEDIA CENTER, ACCORDING TO THE PLANNED COMMUNITY DECLARATION RECORDED OCTOBER 24, 2018, IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, COLORADO, AT RECEPTION NO. 2018137963, AND THE PLANNED COMMUNITY MAP OF BUELL PUBLIC MEDIA CENTER RECORDED OCTOBER 24, 2018, IN SUCH RECORDS AT RECEPTION NO. 2018137964, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME AS PERMITTED UNDER SUCH DECLARATION.

Also known and numbered for informational purposes as 2101 Arapahoe Street, Denver, CO 80205.