

**WHEN RECORDED MAIL TO:**

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

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

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**SECOND AMENDMENT AND MODIFICATION AGREEMENT**

**THIS SECOND AMENDMENT AND MODIFICATION AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **FERN HALL, LLC**, a Colorado limited liability company ("Borrower"), whose address is 2543 California Street, Denver, Colorado 80205 (together, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated March 2, 2000, and an Amendment and Modification Agreement dated June 21, 2005, relating to a loan, Number 65-14-01 with original principal balance of \$275,000.00 to a selected business entity within a designated target area (the "Loan Agreement"); and

**WHEREAS**, Borrower entered into a deed of trust (the "Deed of Trust") for the benefit of the City, dated April 24, 2000, and recorded on May 9, 2000 at Reception No. 2000064596 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

See attached Exhibit A

also known and numbered as 2713 Welton Street, Denver, Colorado; and

**WHEREAS**, the Deed of Trust secures the repayment of the indebtedness evidenced by Borrower's promissory note dated April 24, 2000 (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 modify 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. Commencing on May 1, 2010, and continuing monthly on the first day of the month, the Borrower shall make principal and interest payments in the amount of One Thousand One Hundred Fifty Nine and 41/100 Dollars (\$1,159.41).

b. The entire balance of principal and interest shall be due and payable on July 1, 2038.

2. A new section is added to the Loan Agreement that reads as follows:

**“22. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**  
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.”

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

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

**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-GE09000-02

Contractor Name: FERN HALL LLC

By: Lawrence S. Fullerton

Name: Lawrence S. Fullerton  
(please print)

Title: Executive Director / manager  
(please print)

**ATTEST: [if required]**

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

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

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



SECOND AMENDMENT AND MODIFICATION AGREEMENT  
FERN HALL, LLC  
GE09000(2)

FERN HALL, LLC, a Colorado limited liability company  
IRS No. 84-1506876

By: James Fullerton

Title: Executive Director/manager

“BORROWER”

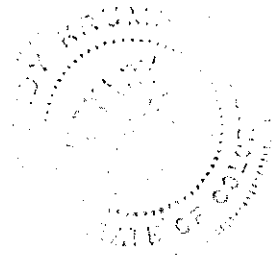
STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

Acknowledged before me this 8<sup>th</sup> day of November, 2013 by  
Lourence S. Fullerton as Executive Director/Manager of FERN  
HALL, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11-1-2015

Whitely Krump  
Notary Public



## **EXHIBIT A**

Legal Description: Fern Hall Commercial Unit:

Commercial Unit Fern Hill Lofts according to the Declaration for Fern Hall Lofts recorded January 26, 2001 at Reception No. 2001011385 in the office of the Clerk and Recorder of the City and County of Denver, Colorado and the Condominium Map recorded on January 26, 2001 at Reception No. 2001011386 in said records, City and County of Denver, State of Colorado.

Commonly known by street and number as 2713 Welton St. Denver, CO 80205.