

WHEN RECORDED MAIL TO:

Denver Economic Development & Opportunity
Attention: Loan Administrator
101 W. Colfax Ave., Suite 850
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

AMENDMENT, ASSUMPTION AND MODIFICATION AGREEMENT

THIS AMENDMENT, ASSUMPTION AND MODIFICATION AGREEMENT is made by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), **RE:VISION**, a Colorado non-profit corporation formerly known as Revision International ("Assignor"), whose address is 3800 Morrison Road, Denver, CO 80219, and **MEADE STREET GARDENS LLC**, a Colorado limited liability company, whose address is 1600 Downing St., Suite 300, Denver, CO 80218 (the "Assignee" or "Grantee") (together, the "Parties").

WITNESSETH:

WHEREAS, the City and Assignor entered into the certain Agreement – PF&I Program, dated September 15, 2014 (the "Loan Agreement"), relating to a loan of One Million Two Hundred Thousand Dollars (\$1,200,000.00) for acquisition of the property described therein (the "Loan"); and

WHEREAS, Assignor executed that certain Deed of Trust for the benefit of the City dated September 26, 2014, and recorded on September 29, 2014, at Reception No. 2014117351 in the records of the City and County of Denver (the "Deed of Trust") and encumbering the following described property (the "Property"):

LOTS 1 AND 2 AND 11 THROUGH 20,
INCLUSIVE,
BLOCK 37,
BELMONT PARK ANNEX,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO,

AND

LOTS 11 THROUGH 19,
INCLUSIVE,
BLOCK 8,
WESTLAWN ADDITION,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

Also known as 3738 Morrison Road, Denver, Colorado; and

WHEREAS, the Loan Agreement and the Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated September 26, 2014 (the “Note”); and

WHEREAS, pursuant to the Loan Agreement, the Assignor may, with the approval of the City’s Denver Economic Development and Opportunity (“DEDO”) (formerly known as Office of Economic Development), transfer the Property to a community cooperative or other community business entity affiliated with Assignor, so long as DEDO determines the Property will continue to be used as a community facility following the transfer; and

WHEREAS, Assignor is a Member of Assignee; and

WHEREAS, Assignor wishes to assign, and Assignee wishes to assume, the debts and obligations related to the Loan Agreement, Note, Deed of Trust and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), and the City wishes to consent to and acknowledge such assignment and assumption; and

WHEREAS, the Parties wish to modify the Loan Documents to allow Assignee to assume Assignor’s obligations under the Loan Documents, as amended herein, and to amend the Loan Documents; and

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Assignor hereby assigns, and Assignee hereby assumes, the indebtedness due under the Note and Assignee hereby agrees to pay the Note, as amended herein, if and when required pursuant to the Loan Documents, at the times, in the manner, and in all respects as provided herein. Assignee hereby assumes and agrees to perform all of the obligations provided in the Loan Documents, as amended, to be performed by Assignor at the time, in the manner and in all respects as therein provided; and to be bound by all the terms of the Loan Documents, as amended, all as though the Loan Documents, as amended, had originally been made, executed and delivered by Assignee. The foregoing language satisfies the explicit requirement in the Loan Agreement, and Assignee acknowledges and agrees, that Assignee will continue to use the Property as a community facility following the transfer of the Property pursuant to the terms of the Loan Documents.

2. Assignor hereby ratifies and reaffirms that as of the date hereof, all of the terms, representations, warranties, covenants and provisions of the Loan Documents remain in full force and effect, and are true and correct with respect to Assignor, without modification, except as necessary to implement the terms and provisions of this Amendment, Assumption and Modification Agreement.

3. All of the real property described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of such Deed of Trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrances of the Deed of Trust or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties who would now or may hereafter be liable under or on account of the Promissory Note or Deed of Trust, as modified herein. Notwithstanding anything to the contrary in this Agreement or any of the Loan Documents, upon assignment of all debts, obligations and liability under the Loan Documents to Assignee, and Assignee's assumption of the same, Assignor shall be released from all debts, obligations and liability under the Loan Documents.

4. Section 10 of the Loan Agreement, entitled "**NO DISCRIMINATION IN EMPLOYMENT:**", is amended to read as follows:

"10. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, Grantee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Grantee shall insert the foregoing provision in all subcontracts."

5. Section 17 of the Loan Agreement, entitled "**PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:**", is amended to read as follows:

"17. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:** In connection with the performance of work under the Agreement, Grantee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Grantee shall insert the foregoing provision in all subcontracts.

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. Grantee certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to Grantee that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. Grantee shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor

and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. Grantee is liable for any violations as provided in the Certification Ordinance. If Grantee violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, Grantee shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Grantee from submitting bids or proposals for future contracts with the City.”

6. All references to “Office of Economic Development” in the Loan Documents shall be amended to read “Denver Economic Development & Opportunity”, and all references to “OED” shall be amended to read “DEDO”.

7. The Executive Director of DEDO, or the Executive Director’s designee, may execute such additional documents as is reasonably necessary to effectuate the assignment and assumption contemplated herein.

8. Upon execution of this Amendment, Assumption, and Modification Agreement, and the fulfillment of the conditions herein, the City shall release the Assignor from all obligations provided in the Loan Documents.

9. In the event the closing of the transfer of the Property, as described herein, does not occur, the Executive Director of DEDO is authorized to execute the Form Termination attached hereto as Attachment 1. The Parties agree that the Form Termination shall be effective upon execution by the Executive Director, and neither Assignor nor Assignee need sign it in order for it to be effective and enforceable against the Parties.

10. As modified herein, the Loan Documents shall remain in full force and effect and remain unchanged.

11. Assignor and Assignee consent 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.

12. This Amendment, Assumption and Modification Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202262198-02 [201417048-01]
Contractor Name: RE:VISION

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

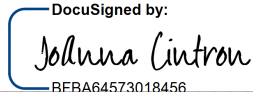
By:

By:

By:

Contract Control Number: OEDEV-202262198-02 [201417041-01]
Contractor Name: RE:VISION

ASSIGNOR:
RE:VISION,
a Colorado non-profit corporation

By:  _____
BEBA64573018456

Name: JoAnna Cintron
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before this _____ day of _____, 2022, by _____ as _____ of RE:VISION.

(SEAL)

Notary Public
My Commission Expires: _____

Contract Control Number: OEDEV-202262198-02 [201417041-01]
Contractor Name: RE:VISION

**ASSIGNEE:
MEADE STREET GARDENS LLC,
a Colorado limited liability company**

By: DocuSigned by:
JoAnna Cintron
BFBA64573048456... DocuSigned by:
Sarah Harman
CE2634472ABE45A...

Name: JoAnna Cintron Sarah Harman
(please print)

Title: Executive Director Vice President of Real Estate, ULC
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before this _____ day of _____, 2022, by _____ as _____ of MEADE STREET GARDENS LLC.

(SEAL)

Notary Public
My Commission Expires: _____

ATTACHMENT 1
FORM TERMINATION OF AMENDMENT, ASSUMPTION AND MODIFICATION
AGREEMENT

This **TERMINATION OF AMENDMENT, ASSUMPTION AND MODIFICATION AGREEMENT** (this “Termination”) is by the **CITY AND COUNT OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), to **RE:VISION**, a Colorado non-profit corporation formerly known as Revision International (“Grantee”, “Contractor”, and “Assignee”), whose address is 3800 Morrison Road, Denver, CO 80219, and **MEADE STREET GARDENS LLC**, a Colorado limited liability company, whose address is 1600 Downing St., Suite 300, Denver, CO 80218 (the “Meade Street Gardens”), and collectively with the City and Grantee, the “parties”), and is effective as of the date of execution by the City (the “Effective Date”).

WITNESSETH:

WHEREAS, the City and Grantee entered into that certain Agreement – PF&I Program, dated September 15, 2014 (the “Loan Agreement”), relating to a loan of One Million Two Hundred Thousand Dollars (\$1,200,000.00) for acquisition of the property described therein (the “Loan”); and

WHEREAS, as part of Grantee intending to convey the Property to Meade Street Gardens, Grantee intended to assign, and Meade Street Gardens intended to assume, the Loan Agreement and the Loan Documents pursuant to that certain Amendment, Assumption and Modification Agreement between the parties dated _____; and

WHEREAS, the City consented to conveyance of the Property, and the assignment of the Loan Agreement and the Loan Documents from Grantee to Meade Street Gardens pursuant to the Amendment, Assumption and Modification Agreement; and

WHEREAS, in order to close to conveyance of the Property from Grantee to Meade Street Gardens, the parties were required to execute the Amendment, Assumption and Modification Agreement prior to the closing of the transaction; and

WHEREAS, to protect against the possibility that the closing did not occur, and as a result the previously-executed Amendment, Assumption and Modification Agreement being

unnecessary, the parties, through the Amendment, Assumption and Modification Agreement, authorized the Executive Director of DEDO to execute this Termination; and

WHEREAS, the closing did not occur;

WHEREAS, because the closing did not occur, the City is executing this Termination.

TERMINATION

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given them in the Amendment, Assumption and Modification Agreement and the Loan Documents.

2. **Termination of Amendment, Assumption and Modification Agreement.** Effective as of the Effective Date, the Amendment, Assumption and Modification Agreement is terminated and is no longer of any force and effect. RE:VISION remains the Grantee under the Loan and the Loan Documents. The Loan Documents remain in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the City has executed this Agreement as of the date written above.

CITY AND COUNTY OF DENVER, a Colorado
Municipal Corporation

By: _____

Title: Executive Director,
Denver Economic Development & Opportunity