

**WHEN RECORDED MAIL TO:**

Attention: Theresa Mendoza  
201 W. Colfax Ave., Dept. 204  
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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**FIRST AMENDMENT AND MODIFICATION AGREEMENT**

**THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT** (“First Amendment”) is made and entered into by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), **COLORADO HEALTH & SCIENCE ECOSYSTEM LLC**, a Colorado limited liability company, whose address is 3001 Brighton Boulevard, Suite 449, Denver, Colorado 80216 (“Borrower”), **HENRY JASON WINKLER**, an individual, whose address is 900 South Jackson Street, Denver, Colorado 80209-5014, and **ELLEN P. WINKLER**, an individual, whose address is 900 South Jackson Street, Denver, Colorado 80209-5014, (together, the “Remaining Guarantors”) (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Loan Agreement dated September 19, 2014, relating to a loan of \$1,000,000 to a selected business entity within a designated target area (the “Loan Agreement”); and

**WHEREAS**, Borrower executed that certain deed of trust (the “Lafayette Deed of Trust”) for the benefit of the City, dated September 30, 2014, and recorded on October 6, 2014 at Reception No. 2014121391 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

PARCELS C AND H AND THAT PART OF PARCELS B AND I, LYING SOUTHWESTERLY OF A LINE 50 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTHEASTERLY LINES OF SAID PARCELS B AND I, AND THAT PART OF PARCEL G LYING SOUTHEASTERLY OF A LINE 80.75 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID PARCEL G, BLAKE RESUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO

also known and numbered as 3825 Lafayette Street, Denver, Colorado; and

**WHEREAS**, the Lafayette Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated September 30, 2014 (the “Note”); and

**WHEREAS**, the Remaining Guarantors, **SEAN MICHAEL CAMPBELL**, an individual, whose address is 2715 Blake Street, Denver, Colorado 80205, and **JOSHUA JAMES MARINOS**, an individual, whose address is 425 West 3rd Avenue, Denver, Colorado 80223-1313 (Mr. Campbell and Mr. Marinos are collectively referred to herein as the “Removed Guarantors”) executed that certain Guaranty for the benefit of the City, dated September 30, 2014 (the “Guaranty Agreement”), whereby the Remaining Guarantors and the Removed Guarantors each unconditionally guaranteed all obligations, indebtedness and liabilities under the Loan Documents (as hereinafter defined); and

**WHEREAS**, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Lafayette Deed of Trust, the Guaranty Agreement and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to release the Removed Guarantors, to modify the security for repayment, and to modify certain terms contained in the Loan Documents;

**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 Parties hereby agree to release the Removed Guarantors from the obligations set forth under the Guaranty Agreement, and the Remaining Guarantors hereby agree to unconditionally guarantee all obligations, indebtedness and liabilities under the Loan Documents. The Parties hereto agree that the Guaranty Agreement shall remain in full force and effect as to the Remaining Guarantors.

**2.** The City agrees to release the Lafayette Deed of Trust so long as the Borrower causes a new deed of trust, in a form satisfactory to the City and in the amount of \$1,000,000 (the “Replacement Deed of Trust”), to be executed by 621, LLC and recorded which encumbers the following described property, owned by 621, LLC, with prior encumbrances not to exceed Three Million Five Hundred Thousand No/100 Dollars (\$3,500,000.00) in principal amount:

LOTS 11, 12, 13, 14 AND 15, BLOCK 40, HUNTS ADDITION TO DENVER, EXCEPT THOSE PARTS OF LOTS 11 AND 12, BLOCK 40, HUNTS ADDITION TO DENVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 11, 25 FEET; THENCE EASTERLY ON A LINE 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 11, 90 FEET; THENCE NORTHEASTERLY TO A POINT WHICH

IS 12 FEET WEST OF AND 25 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTHEASTERLY TO THE SAID NORTHEAST CORNER; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOTS 11 AND 12 TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 11 TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

also known and numbered at 621-639 Kalamath Street, Denver, Colorado.

3. The Executive Director of the Office of Economic Development, or permitted designee, is hereby authorized to execute documents necessary to release the Lafayette Deed of Trust, upon recordation of the Replacement Deed of Trust, and to execute documents necessary to accomplish the amendments set forth herein so long as (a) such documents are in form satisfactory to the City Attorney; (b) encumbrances prior to the Replacement Deed of Trust do not exceed Three Million Five Hundred Thousand No/100 Dollars (\$3,500,000.00) in principal amount; and (c) Borrower is not then in default of its obligations under the Loan Agreement or pursuant to the Note, Guaranty Agreement, or Deed of Trust.

4. The second paragraph of Section 7 of the Loan Agreement, entitled “**JOB CREATION AND RETENTION**,” is hereby amended to read as follows:

“A chart identifying the total number of permanent jobs, including job title and job classification, to be created and retained is attached hereto and incorporated herein as **Exhibit A-1**. The listing of definitions for job titles and job classifications as defined by the Economic Development Administration (EDA) is attached hereto and incorporated herein as **Exhibit A-2**. Borrower agrees to create these jobs by July 31, 2017. Unless extended in writing by OED, failure to meet this deadline will constitute default under the Article entitled “Default and Acceleration,” herein below.”

5. The Loan Documents are amended to reflect the amended terms contained herein, replacing all references to the Lafayette Deed of Trust with the Replacement Deed of Trust, permitting encumbrances prior to the Replacement Deed of Trust in an amount not to exceed Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), and replacing all references to the Guarantors with the Remaining Guarantors.

6. Borrower and Remaining Guarantors each consent to the use of electronic signatures by the City. This First Amendment, 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 this First Amendment 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 this First Amendment 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.

7. Except as modified herein, the Loan Documents remain unmodified.

**[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 \_\_\_\_\_

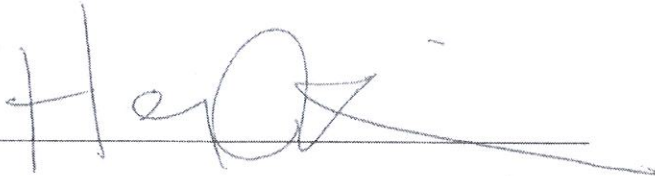
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: OEDEV-201417263-01

Contractor Name: COLORADO HEALTH & SCIENCE ECOSYSTEM  
LLC

By: 

Name: H Jason Winkler  
(please print)

Title: mgr.  
(please print)

**ATTEST: [if required]**

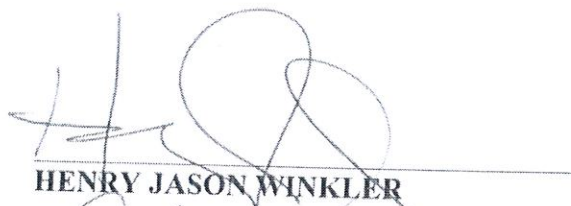
By: \_\_\_\_\_

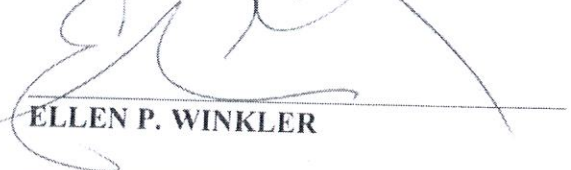
Name: \_\_\_\_\_  
(please print)

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





  
HENRY JASON WINKLER

  
ELLEN P. WINKLER

**"REMAINING GUARANTORS"**

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

KARA M. SZYMANSKI  
NOTARY PUBLIC - STATE OF COLORADO  
My Identification # 20154019819  
Expires May 19, 2019

Acknowledged before me this 22nd day of April, 2016, by **HENRY JASON WINKLER**.

Witness my hand and official seal.

My commission expires: 05/19/19

  
Notary Public

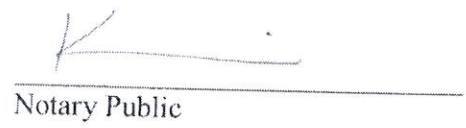
STATE OF COLORADO )  
 ) ss.  
CITY & COUNTY OF DENVER )

KARA M. SZYMANSKI  
NOTARY PUBLIC - STATE OF COLORADO  
My Identification # 20154019819  
Expires May 19, 2019

Acknowledged before me this 22nd day of April, 2016, by **ELLEN P. WINKLER**.

Witness my hand and official seal.

My commission expires: 05/19/19

  
Notary Public

KARA M. SZYMANSKI  
NOTARY PUBLIC - STATE OF COLORADO  
My Identification # 20154019819  
Expires May 19, 2019







