

WHEN RECORDED MAIL TO:
Office of Economic Development
Attention: Linda Henderson
201 W. Colfax Ave., Dept. 204
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

FIRST AMENDMENT AND MODIFICATION AGREEMENT

THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT is made and entered into this _____ day of _____, 2010 by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), **EMPOWERCOM, INC.**, a Colorado corporation, whose address is 4650 Leyden Street, Unit E, Denver, CO 80216 ("Borrower"), and **STEVEN O. JACKSON**, an individual, whose address is 4058 S. Carson Way, Aurora, Colorado 80014 and **TERI A. JACKSON**, an individual, whose address is 12278 E. Bates Circle, Aurora, Colorado 80014 (together, the "Guarantors") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated June 7, 2005, relating to a loan of \$400,000.00 to a selected entity within a designated target area (as amended, the "Loan Agreement"); and

WHEREAS, the City is the beneficiary of the following two deeds of trust granted in connection with the City's loan:

A. That certain Deed of Trust for the benefit of the City dated July 29, 2005, and recorded on August 8, 2005, at Reception No. B5116990 of the records of Arapahoe County, State of Colorado, (the "Bates Deed of Trust"), and encumbering the following described property:

Lot 15, Block 3, The Dam-Filing No. 4,
County of Arapahoe, State of Colorado

Also known and numbered as 12278 E. Bates Circle, Aurora, Colorado; and

B. That certain Deed of Trust for the benefit of the City dated July 29, 2005, and recorded on December 15, 2006, at Reception No. B6176209 of the records of Arapahoe County, State of Colorado, (the "Carson Deed of Trust" together with the Bates Deed of Trust, the "Deeds of Trust"), and encumbering the following described property:

05-439-A

Lot 2, Block 1, Bel-Aire Estates Subdivision Filing No. 1,
County of Arapahoe, State of Colorado

Also known and numbered as 4058 S. Carson Way, Aurora, Colorado; and

WHEREAS, the Deeds of Trust secure the repayment of the indebtedness evidenced by that certain Promissory Note executed by Borrower for the benefit of the City, dated July 28, 2005 (the "2005 Note"); and

WHEREAS, EMPOWERCOM, INC., STEVEN O. JACKSON, TERRI A. JACKSON, and DARRELL L. JACKSON, entered into a Loan Agreement dated May 8, 2000 relating to a federally-funded loan in the principal amount of \$375,000, and signed a Promissory Note dated July 3, 2000 (the "2000 Note"); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deeds of Trust, and any other documents evidencing or securing the City's loan (together, the "Loan Documents"), to conditionally modify the repayment terms contained therein;

1. The payment terms of the 2005 Note are amended as follows: (i) Commencing on the date of this First Amendment and Modification Agreement the interest rate per annum shall be increased from one (1%) percent per annum to five (5%) percent per annum; (ii) Borrower's monthly payments of principal and interest in the amount of Two Thousand Three Hundred Ninety-Four Dollars (\$2,394.00) shall continue through and including July 1, 2013; (iii) on August 1, 2013, the entire unpaid principal balance together with any accrued interest shall be due and payable in full.

2. In addition to the monthly payments of principal and interest noted above, commencing on December 31, 2010, Borrower shall make the following principal reduction payments to the City if the following occur:

a. If gross revenues reach \$2.5 million to \$2.9 million, Borrower shall make a principal reduction payment of 2% of gross revenues.

b. If gross revenues reach \$3 million, Borrower shall make a principal reduction payment of 2.5% of gross revenues.

c. Sixty (60%) percent of the principal reduction payments received by the City shall be applied to lower the outstanding principal amount of the 2005 Note.

3. Unaudited financial reports reflecting gross revenues as of December 31st will be submitted by Borrower to OED within the first ten (10) business days of the following year.

4. If gross revenues reach at least \$2.5 million, an invoice will be sent by OED to Borrower five days after receipt of the unaudited financials for the amount due and payable by March 1st of that year.

5. Copies of tax returns or audited financial statements will be submitted by Borrower to OED by April 1st of that year. OED shall make appropriate adjustments to the amount due. Any overpayment received from Borrower shall be applied to Borrower's next required monthly payment.

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

7. Except as modified herein, the Loan Documents are hereby ratified and reaffirmed

IN WITNESS WHEREOF, the Parties have caused this First Amendment and Modification Agreement to be executed as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

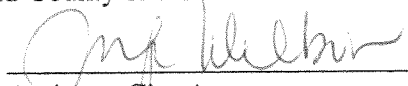
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
DAVID R. FINE, City Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

By: 
Office of Economic Development

By: 
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. GE55009(1)

By: _____
Auditor

"CITY"

First Amendment and Modification Agreement
Empowercom, Inc.
GE55009(1)

Steven O. Jackson

STEVEN O. JACKSON

TERRI A. JACKSON

TERRI A. JACKSON

“GUARANTORS”

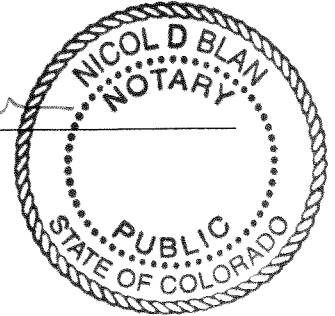
STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 22nd day of October, 2010, by **STEVEN O. JACKSON**.

Witness my hand and official seal.

My commission expires: 6.1.14

Nicol D Blau
Notary Public



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

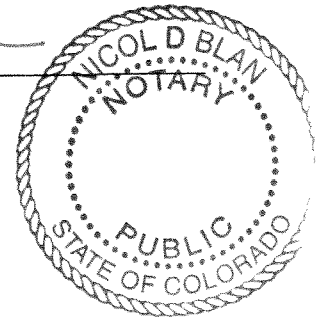
Acknowledged before me this 22nd day of October, 2010, by **TERRI A. JACKSON**.

My Commission Expires 06/01/2014

Witness my hand and official seal.

My commission expires: 6.1.14

Nicol D Blau
Notary Public



My Commission Expires 06/01/2014