



Livestream Frisco Public Meetings on YouTube or Zoom at [FriscoGov.com](https://www.frisco.gov)
For closed captioning services on Zoom and YouTube livestreams, users can select Closed Captioning "ON" and language of choice during streaming.

**REGULAR MEETING AGENDA OF THE
COMMUNITY HOUSING DEVELOPMENT AUTHORITY OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
JUNE 29, 2026
2:15 PM**

Call to Order:

Roll Call:

Public Comments:

Citizens making comments during Public Comments on items not on the agenda shall state their names and addresses for the record, be topicspecific, and limit comments to no longer than three minutes. No Planning Commission action is taken on public comments. The Commission will take all comments under advisement and if a response is appropriate the individual making the comment will receive a formal response from the town at a later date.

Commissioner Comments:

Staff Updates:

Consent Agenda:

New Business:

Agenda Item #1: Consideration and Possible Approval of Addendum to Amended and Restated Agreement of Limited Liability Partnership of West Main Apartments LLLP (101 West Main Street)

Agenda Item #2: Consideration and Possible Approval of Strong Communities Loan from the Frisco Community Development Housing Authority to West Main Apartments, LLLP, for an affordable housing project at 101 West Main Street, including: the Promissory Note and Leasehold Deed of Trust (101 West Main Street)

Adjourn:

Consent:

Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting.

Questions: Stacey Campbell, Town Clerk | townclerk@townoffrisco.com | (970)668-5276



STAFF REPORT

TO: FCHDA COMMISSIONERS
FROM: THAD RENAULD, TOWN ATTORNEY
JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: ADDENDUM TO AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY LIMITED PARTNERSHIP OF WEST MAIN APARTMENTS LLLP & MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT FOR 101 WEST MAIN
DATE: JUNE 29, 2026

Summary & Background:

The FCHDA Commissioners are asked to consider an Addendum to Amended and Restated Agreement of Limited Liability Limited Partnership of West Main Apartments LLLP & A Memorandum of Right of First Refusal Agreement between the Frisco Community Housing Development Authority, NHPF West Main GP, LLC, West Main Apartments LLLP, U.S. Bancorp Community Development Corporation, and USB Colorado State Investor I, LLC for the affordable housing project located at 101 West Main Street.

The Town of Frisco (Town) has been working with the NHP Foundation (NHPF) since early 2023 when staff from NHPF approached Town staff and Council on affordable housing opportunities in Frisco. The mission of NHPF is to “preserve and create sustainable, service-enriched multifamily housing that is affordable to low- and moderate-income families and seniors, and beneficial to their communities.” This mission aligns with the Council’s strategic plan to support a thriving economy by increasing workforce housing and enhancing community inclusivity by offering a variety of housing types to support year-round residents.

The Town is currently working with NHPF on two affordable housing projects, located at 101 W Main and 602 Galena. Recognizing the strong need for all housing types and rental rates within Frisco, the Town has focused on ensuring that the two projects provide a range of affordable housing options to the community.

The 101 W Main project is projected to move forward in 2026 with 52 rental units at an income range of 30%, 50%, & 80% of the Summit County Area Median Income.

Analysis:

The proposed Addendum establishes the Frisco Community Housing Development Authority (FCHDA) as a Special Limited Partner in West Main Apartments LLLP, the ownership entity being formed to develop, own, and operate the West Main Apartments affordable housing project. The partnership includes NHPF West Main GP, LLC as General Partner, U.S. Bancorp Community Development Corporation as the federal tax credit investor, USB Colorado State Investor I, LLC as the state tax credit investor, and the FCHDA as Special Limited Partner.

As part of the financing structure, the FCHDA will become a Special Limited Partner in the ownership entity. Housing authorities commonly participate in LIHTC ownership structures to facilitate property tax exemptions and to ensure long-term compliance with affordability requirements. The Authority's participation provides an additional layer of oversight and helps guarantee that the public benefits associated with the project remain in place throughout the affordability period.

Under the Addendum, the FCHDA will be admitted as a Special Limited Partner holding a 0.01 percent ownership interest in the partnership. The agreement specifically limits the Authority's future financial obligations. The FCHDA will not be required to make additional capital contributions, provide loans to the partnership, fund operating deficits, or make any future financial contributions to the project.

The Authority's participation also supports the project's eligibility for certain statutory tax exemptions available to housing authority-owned affordable housing developments. The FCHDA agrees to cooperate with the partnership in obtaining exemptions from applicable state, county, and municipal sales and use taxes during construction, as well as potential exemptions from property taxes and special assessments authorized under Colorado law.

The agreement makes clear that the Authority does not guarantee the availability of these exemptions and assumes no liability if such exemptions are unavailable or modified by future legislative action. Nevertheless, the Authority's participation is expected to help reduce development and operating costs, thereby supporting project feasibility and long-term affordability.

The Memorandum of Right of First Refusal serves as a public notice document that memorializes the existence of the Right of First Refusal Agreement. The document identifies the parties, describes the property subject to the agreement, and confirms that the Frisco Community Housing Development Authority has been granted a Right of First Refusal to purchase the project and certain partnership interests pursuant to the terms of the underlying agreement. The Memorandum further clarifies that the full Right of First Refusal Agreement governs the rights and obligations of the parties and that all provisions of that agreement are incorporated by reference.

Financial Impact:

The Authority's direct financial investment in the partnership is limited to a one-time capital contribution of \$100. The agreement expressly prohibits future mandatory capital contributions or operating support obligations. The project is expected to benefit from tax

exemptions available through the Authority's participation, which may reduce development and operating costs and support long-term affordability.

Alignment with Strategic Plan:

The Plan touches on the following Strategic Objectives in the 2024-2028 Strategic Plan:

- Enhance Community Inclusivity
- Support a Thriving Economy

Staff Recommendation:

Staff requests the Commissioners review the Addendum to the A&R Agreement of Limited Liability Limited Partnership and consider first reading approval.

Reviews and Approvals:

- Tom Fisher, Executive Director

Attachments:

- Attachment 1 – Addendum to the Amended and Restated Agreement of Limited Liability Limited Partnership

**ADDENDUM TO AMENDED AND RESTATED AGREEMENT OF
LIMITED LIABILITY LIMITED PARTNERSHIP
OF WEST MAIN APARTMENTS LLLP**

THIS ADDENDUM, dated as of [____], 2026 (the “Effective Date”), is attached to and forms part of the Amended and Restated Agreement of Limited Liability Limited Partnership of WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership (“Partnership”) dated as of [____], 2026 (the “Partnership Agreement”), among NHPF West Main GP, LLC, a Colorado limited liability company (the “General Partner”), Frisco Community Housing Development Authority, a Colorado housing authority (the “Special Limited Partner”), and U.S. Bancorp Community Development Corporation, a Minnesota corporation (the “Limited Partner”) and USB Colorado State Investor I, LLC, a Missouri limited liability company (the “State Credit Partner” and with the Limited Partner, the “Limited Partners”).

1. Definitions. Capitalized terms used and not otherwise defined in this Addendum shall have the definitions given them in the Partnership Agreement.

2. Admission to Partnership; Capital Contribution; Payments.

(a) The Special Limited Partner is hereby admitted into the Partnership as a special limited partner having a 0.01% partnership interest in the Partnership.

(b) The Special Limited Partner has made a Capital Contribution to the Partnership of \$100. The Special Limited Partner represents that as of the date of this Addendum, its Capital Account does not exceed \$100. Except with respect to the indemnity obligation set forth in Section 5, the Special Limited Partner shall have no further obligation of any kind or description to make Capital Contributions to the Partnership, to make any loans to the Partnership or to make any other payments to the Partnership.

(c) The Partnership shall reimburse the Special Limited Partner for its legal expenses incurred to review the applicable agreements required in connection with this Addendum, its admission to the Partnership, and any review of other legal documentation associated with the Partnership (such expenses being termed the “Fees”). The Fees relating to the Special Limited Partner’s admission to the Partnership shall be paid by the Partnership upon the admission of the Special Limited Partner as a partner of the Partnership.

3. Affordability Restrictions; Extended Use Agreement.

(a) The Project contains fifty-two (52) total units, all of which will be affordable units intended to qualify for low income housing tax credits. Specifically, without limiting the generality of the foregoing, the General Partner shall cause 6 apartment units in the Project to be held for persons whose income is at or below thirty percent (30%) of the area median income, 25 apartment units to be held for persons whose income is at or below fifty percent (50%) of the area median income, and 21 apartment units to be held for persons whose income is at or below eighty percent (80%) of the area median income, and shall provide any and all programs,

Signature Page to Addendum to Partnership Agreement

services and amenities described in the applications submitted by or for the benefit of the Partnership in connection with the Low-Income Housing Tax Credits and State Low-Income Credits (such conditions being collectively termed the “Affordability Restrictions”).

(b) For as long as the Special Limited Partner is a Partner of the Partnership, the Partnership shall comply with the Extended Use Agreement (as defined in the Partnership Agreement). If the original Extended Use Agreement is terminated or amended in such a way that the Affordability Restrictions described in Section 3(a) are no longer required (to the extent that the Affordability Restrictions have not become more restrictive on the Partnership and Property), the Special Limited Partner may require the Partnership to execute and record an additional Extended Use Agreement limited to requiring compliance with the Affordability Restrictions described in Section 3(a). Said additional Extended Use Agreement shall be for the same term as the original Extended Use Agreement and shall be included herein within the definition of “Extended Use Agreement.”

4. Rights and Duties of Special Limited Partner.

(a) The Special Limited Partner shall cooperate with the Partnership in the Partnership’s application for an exemption from state, county, and municipal sales and use taxes (during construction) to the extent attributable to the low income units, and from special assessments and property taxes provided under Colorado Revised Statutes §29-4-226 and §29-4-227 (collectively, the “Tax Exemption”). The Special Limited Partner makes no representation or warranty concerning any such Tax Exemption and provides no other assurances regarding the current or continued availability of the Tax Exemption or the qualification of the Partnership for the Tax Exemption or any similar tax exemption.

(b) In the event that the General Partner is removed as the general partner of the Partnership, the Special Limited Partner, or an affiliate controlled by or under common control with the Special Limited Partner, may request the opportunity to become the successor General Partner of the Partnership; provided, however, that any such succession shall be contingent upon (i) the prior written consent and approval of the Limited Partner, which consent and approval may be granted or withheld by the Limited Partner in its sole and absolute discretion, and which shall be further subject to the Limited Partner’s then-current underwriting process and requirements, (ii) such successor General Partner, or an affiliate controlled by or under common control with such successor General Partner, agreeing to assume all guaranty obligations of the General Partner, and (iii) the approval and consent of any applicable Project lender and Colorado Housing and Finance Authority (“CHFA”). Notwithstanding anything to the contrary herein, the Special Limited Partner shall have no automatic, presumptive, or vested right to succeed the General Partner, and the Limited Partner shall have no obligation to grant its consent to any such succession.

5. Liability of Special Limited Partner and Partnership; Indemnification of Special Limited Partner. The Special Limited Partner and all of its past and present officers, directors, commissioners, managers, employees, partners, agents, shareholders, members, trustees, predecessors, successors, subrogees, and attorneys (collectively, the “Special Limited Partner Parties”) shall incur no liability for the Special Limited Partner’s acts or omissions in connection with the Partnership, the Project, or the performance of this Addendum, except that the Special Limited Partner shall be liable for any fraud, gross negligence, or willful misconduct and shall indemnify and hold harmless the Partnership for any such fraud, gross negligence, or willful

misconduct; provided, that in no event shall the liability of the Special Limited Partner exceed the total amount which has been previously paid to the Special Limited Partner under this Addendum, and in no event shall such liability exceed the aggregate amount of tax savings realized by the Partnership as a result of the Tax Exemption.

The Partnership and the General Partner shall indemnify and hold harmless each of the Special Limited Partner Parties against any loss, liability, claim or damage arising from or related to the acts, operations, omissions or conduct of the Partnership or the Project; provided, however, that the Special Limited Partner Parties shall not be indemnified or held harmless if the loss, liability, claim or damage relates to the fraud, gross negligence or willful misconduct of the Special Limited Partner. Without limiting the foregoing, any indemnity obligations under the Partnership Agreement for the benefit of the Special Limited Partner shall also apply to each of the Special Limited Partner Parties. The obligations of this Section 5 shall be guaranteed by the Guarantor pursuant to the attached Exhibit A, which is made part of this Addendum.

6. Required Consent.

(a) The written consent of the Special Limited Partner shall be required for the following actions:

(i) the transfer of either control of the General Partner or a majority of the equity interests in the General Partner to any party that is not an affiliate controlled by or under common control with the General Partner (a “General Partner Affiliate”), other than to the Limited Partner or an affiliate controlled by or under common control with the Limited Partner (an “Investor Affiliate”);

(ii) the withdrawal of the General Partner from the Partnership, if the General Partner is not replaced by the Limited Partner, an Investor Affiliate, or a General Partner Affiliate;

(iii) the admission of a successor general partner, if the successor general partner is not the Limited Partner, an Investor Affiliate, or a General Partner Affiliate;

(iv) the admission of a successor general partner, following any exercise by the Limited Partner of its rights under the Partnership Agreement to remove the General Partner, if the successor general partner is not the Limited Partner, an Investor Affiliate, or a General Partner Affiliate;

(v) any amendment or modification to the Partnership Agreement that would:

(i) have a material adverse effect on the rights or obligations of the Special Limited Partner, or

(ii) change the purposes of the Partnership, or

(iii) authorize the Project to be operated other than as an affordable housing project in compliance with Section 42 of the Internal Revenue Code, the Extended Use Agreement, and/or the Partnership Agreement.

Signature Page to Addendum to Partnership Agreement

(b) If any of the events described in Section 6(a) occur without the written consent of the Special Limited Partner, the sole remedy of the Special Limited Partner shall be to withdraw from the Partnership in accordance with Section 8(c) upon sixty (60) days prior written notice to the General Partner and the Limited Partner.

(c) Except for those consent rights of the Special Limited Partner specifically set forth in this Addendum, all other actions, approvals, rights, powers, votes, agreements and consents, including, without limitation, all actions requiring the consent of the Limited Partner, as set forth in the Partnership Agreement, as modified by this Addendum, shall be taken solely by the Limited Partner and/or General Partner, as applicable, acting singly and without any participation or approval by or from the Special Limited Partner. The Special Limited Partner shall not have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. Notwithstanding anything to the contrary set forth in the Partnership Agreement, as amended hereby, and except with respect to the rights of withdrawal in this Addendum, the Special Limited Partner shall not assign, pledge or otherwise transfer its interest in the Partnership, in whole or in part, without the prior written consent of the General Partner and the Limited Partner.

7. Reports and Information.

(a) The General Partner shall deliver to the Special Limited Partner (i) copies of the Partnership's standard operating, leasing, financial and other reports, annual audited financial statements and tax returns (the "Reports") at the same time these items are required by the Limited Partner, (ii) within ten (10) business days of the date that such report is sent or received by the Partnership, as applicable, copies of all reports, notices or other communications received, prepared or delivered by the Partnership relating to compliance with the Affordability Restrictions, (iii) within ten (10) business days of receipt by the Partnership or the General Partner, copies of any notice of default from any lender, copies of any notice of default to the General Partner by the Limited Partner, and copies of noncompliance notices under Section 42 by CHFA, and (iv) copies of the operating, leasing, financial, and other reports at the same time these items are required by the Limited Partner. If the General Partner fails to provide such reports and other information as required by this Section 7(a), the Special Limited Partner may provide the General Partner written notice of default, and the General Partner shall owe the Special Limited Partner a \$100 per day penalty payable to the Special Limited Partner beginning on the date Special Limited Partner provides notice of such default, until such reports and information are provided to the Special Limited Partner. The General Partner may deliver this information electronically by email to an address provided by the Special Limited Partner. To the extent that the Limited Partner withdraws as a partner of the Partnership or transfer its partnership interest to another, the Partnership shall continue to provide such Reports in the same quantity and frequency as were required to be provided as of the date of admission of the Limited Partner as a partner of the Partnership.

(b) Within ten (10) business days following a request from the General Partner, the Special Limited Partner will, as a courtesy, endeavor to deliver to the General Partner copies of all reports, notices or other communications received, prepared or delivered by the Special Limited Partner relating to compliance with affordability restrictions applicable to the Project; provided that the General Partner has not otherwise been copied on such communication.

(c) The Partnership will provide the Special Limited Partner a complete set of executed (and as applicable, recorded) documents relating to the construction debt and equity financing closing of the Project (the “Closing Documents”) within thirty (30) days after the date that the Closing Documents have been provided to the Partnership. Upon the expiration of the foregoing delivery period, the Special Limited Partner may provide written notice to the Partnership, and the Partnership shall have ten (10) days to cure. Failure to provide the Closing Documents within ten (10) days after receipt of a written notice from the Special Limited Partner shall result in a \$100 per day fee payable by the General Partner (and no other Partner of the Partnership) to the Special Limited Partner until the Closing Documents are provided to the Special Limited Partner.

8. Withdrawal and Purchase.

(a) Except as provided in this Section 8, the Special Limited Partner shall not be entitled to withdraw as a partner of the Partnership so long as the Project remains subject to, and complies with, the Affordability Restrictions described herein and the restrictions set forth in the Extended Use Agreement. Any termination of the Affordability Restrictions earlier than forty (40) years from the date of the Extended Use Agreement shall require the written consent of the Special Limited Partner.

(b) At the end of the fifteen (15) year Compliance Period and every three (3) years thereafter, the Special Limited Partner, the Limited Partner, and the Partnership will review the economic health of the Project and determine whether continuing the Tax Exemption for the subsequent years is needed for the Project to be financially viable. If the Special Limited Partner (in consultation from the General Partner and the Limited Partner) reasonably determines that the Tax Exemption is not needed for the Project to be financially viable, then the Special Limited Partner will have the option, but not the obligation, to withdraw as a partner of the Partnership after thirty (30) days prior written notice to the General Partner and Limited Partner. If the Special Limited Partner reasonably determines that the Tax Exemption is necessary for the financial viability of the Project, the Special Limited Partner will remain in the Partnership and the Partnership and the Special Limited Partner will negotiate a mutually acceptable annual payment (the “Annual Payment”). [US Bank comment: Annual payment for what? We need more information on what is contemplated here.] For the purposes of this Section 8(b), the term “financially viable” shall mean that the Project would still be able to achieve a 1.20 debt service coverage ratio after payment in full of applicable assessments and property taxes following the reduction or discontinuance of the Tax Exemption.

(c) In addition to the right of the Special Limited Partner to withdraw from the Partnership under Section 8(b) of this Addendum, the Special Limited Partner shall have the right to withdraw from the Partnership upon thirty (30) days written notice to General Partner and Limited Partner (and, with respect to clauses (v) and (vi) below, subject to the prior written consent of the Limited Partner, which consent shall not be unreasonably withheld, conditioned, or delayed), upon any of the following: (i) a material breach by the General Partner or the Partnership, as applicable, of any provisions of the this Addendum or the Partnership Agreement or related agreements of such entity, if such breach is not cured within thirty (30) days following written notice thereof to the General Partner and the Limited Partner or if such breach is not able to be cured within thirty (30) days then within sixty (60) days, so long as the General Partner is diligently pursuing a cure within the first thirty (30) day period; (ii) a failure of the Partnership to comply with the Extended Use Agreement and such failure is

Signature Page to Addendum to Partnership Agreement

not cured within ninety (90) days following written notice thereof by CHFA to the such entity; (iv) a failure of the Partnership to maintain the Project in compliance with applicable laws or otherwise breaches applicable laws, and such failure is not cured within thirty (30) days following written notice thereof to the General Partner and Limited Partner or, if such breach is not able to be cured within thirty (30) days, then within sixty (60) days, so long as the General Partner is diligently pursuing a cure within the first thirty (30) day period; (v) the admission of a new general partner to the Partnership without the consent of the Special Limited Partner and the Limited Partner which is unrelated to General Partner, other than pursuant to the removal and replacement of such general partner pursuant to the Partnership Agreement; (vi) the refinancing of Partnership debt, unless the Special Limited Partner and the Limited Partner have consented to the refinancing, which consent shall not be unreasonably withheld if the General Partner establishes to the reasonable satisfaction of the Special Limited Partner and the Limited Partner that no proceeds of the refinancing shall be used to pay any fee, make any distribution to any partner or member of such entity or repay any loan to a partner or member of such entity (other than repayment of loans made by the general partner, as lender, to the Partnership, as borrower, to satisfy general partner construction completion or operating deficit guaranty obligations, which repayments are permitted so long as the Town has been paid at least \$500,000 on any indebtedness owed by the Partnership to any affiliate of the Special Limited Partner as of the refinancing date, and the Project is anticipated to operate at a minimum 1.20 debt service coverage ratio after the closing and funding of such refinancing); (vii) a change in Colorado law that no longer permits the Special Limited Partner to provide a property tax exemption to the project; or (viii) an event of bankruptcy with respect to the Partnership.

(d) If the Special Limited Partner withdraws or terminates its interest as a partner of the Partnership as provided in 6(b), 8(b), or 8(c), the Partnership will pay the reasonable legal fees, costs and expenses incurred by the Special Limited Partner in connection with such withdrawal in addition to any unpaid Fees or other amounts owed to the Special Limited Partner under this Addendum.

(e) The General Partner, with the Consent of the Limited Partner, which consent shall not be unreasonably withheld, shall have the option to purchase the Special Limited Partner's interest in the Partnership upon the terms and conditions set forth below:

(i) Upon a material violation by the Special Limited Partner of the Partnership Agreement or the commission by the Special Limited Partner as a partner of the Partnership acts in a manner that constitutes gross negligence, fraud, or willful misconduct in connection with the Partnership or the Project, the General Partner shall provide written notice to the Special Limited Partner and Limited Partner of such violation. If, after a reasonable opportunity to do so, the Special Limited Partner has not cured such material violation, the General Partner shall have the option to purchase the interest of the Special Limited Partner in the Partnership. The purchase price for the Special Limited Partner's interest pursuant to this Section 8(e)(i) shall equal \$100 plus the amount of the Special Limited Partner's Capital Account balance along with any accrued but unpaid amounts otherwise payable to the Special Limited Partner under the terms of this Addendum arising prior to the date of the material violation in question. Upon purchase of the Special Limited Partner's interest in the Partnership, the Special Limited Partner shall execute an amendment to the Partnership Agreement which is reasonably necessary and appropriate to evidence the Special Limited Partner's withdrawal from the Partnership, effective upon the date of such repurchase. The removal of the Special Limited Partner pursuant to this Section 8(e)(i)

shall terminate the Right of First Refusal, as each is defined in the Right of First Refusal Agreement of even date herewith, in accordance with the terms of the Right of First Refusal Agreement.

(ii) If the Project no longer qualifies for the Tax Exemption, the General Partner shall have the option to purchase the interest of the Special Limited Partner in the Partnership. The purchase price for the Special Limited Partner's interest shall be equal to the Special Limited Partner's Capital Account balance at the time notice of the purchase is given plus any accrued but unpaid amounts otherwise payable to the Special Limited Partner under the terms of this Addendum. Upon purchase of the Special Limited Partner's interest in the Partnership, the Special Limited Partner shall execute an amendment to the Partnership Agreement which is reasonably necessary and appropriate to evidence the Special Limited Partner's withdrawal from the Partnership, effective upon the date of such repurchase. The removal of the Special Limited Partner pursuant to this Section 8(e)(ii) shall not terminate the Right of First Refusal, as each defined in the Right of First Refusal Agreement of even date herewith.

9. Right of First Refusal. The Special Limited Partner shall have a Right of First Refusal, as defined in that certain Right of First Refusal Agreement, of even date herewith, by and between the Partnership, the Special Limited Partner, and the General Partner.

10. Notices. The following is the address of the Special Limited Partner for notice purposes under this Addendum:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attention: Community Development Director

With a copy to:

Thad W. Renaud, Esq.
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Copies of any notices provided by the Special Limited Partner to the General Partner shall be sent to the Limited Partner as the following address:

U.S. Bancorp Impact Finance
505 North Seventh Street, 10th Floor
SL-MO-T10F
St. Louis, MO 63101
USB Project No: 31728
Attn.: Director of LIHTC Asset Management
Phone: (314) 335-2600

and

U.S. Bancorp Impact Finance
505 North Seventh Street, 10th Floor

Signature Page to Addendum to Partnership Agreement

Mail Code: SL-MO-T10F
St. Louis, MO 63101
USB Project No: 31728
Attn.: Director of LIHTC Project Management
Phone: (314) 335-2600
and

Jill Goldstein, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

11. Conflicts. If any provision of this Addendum conflicts with any provision of the Partnership Agreement or any document, the provisions of this Addendum shall be controlling in all respects. Except as specifically amended hereby, all of the terms and the provisions of the Partnership Agreement remain in full force and effect, without modification.

12. Governing Law. This Addendum shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws.

13. Binding Agreement. This Addendum shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

14. Headings. All headings in this Addendum are for convenience of reference only and are not intended to qualify the meaning of any provision of this Addendum.

15. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. Cure. Any default by the Partnership hereunder may be cured by the Limited Partner, and the Special Limited Partner shall accept (or reject) such cure as though it were made by the Partnership or by the General Partner.

17. Tax Allocations. Notwithstanding anything to the contrary herein or in the Partnership Agreement, the Partners intend that all allocations of income, gain, loss, deduction, and credit (the "Federal Tax Items") to the Special Limited Partner shall constitute "qualified allocations" within the meaning of Code section 168(h)(6)(B) and the Regulations promulgated thereunder. Accordingly, all provisions of this Addendum and of the Partnership Agreement shall be construed in a manner consistent with the Partners' intentions and the Special Limited Partner shall be allocated 0.01% of each Federal Tax Item at all times throughout the term of its partnership in the Partnership.

[No further text on this page; signature page follows.]

Signature Page to Addendum to Partnership Agreement

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

GENERAL PARTNER:

NHPF WEST MAIN GP, LLC, a Colorado limited liability company

By: The NHP Foundation, a District of Columbia non-profit corporation, as Managing Member

By: _____
John M. Welsh, Senior Vice President

[Signatures continue on following page.]

SPECIAL LIMITED PARTNER:

**FRISCO COMMUNITY HOUSING
DEVELOPMENT AUTHORITY, a Colorado
housing authority**

By _____
Name: _____
Title: _____

[Signatures continue on following page]

LIMITED PARTNERS:

U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION, a Minnesota corporation

By: _____
Name: Samuel Brennan
Title: Assistant Vice President

USB COLORADO STATE INVESTOR I, LLC, a Missouri limited liability company

By: U.S. Bancorp Community Development Corporation, its Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT A

GUARANTY

[Attached]

GUARANTY

THIS GUARANTY (this “*Guaranty*”), dated and effective as of [DATE], 2026, is made by and between WEST MAIN APARTMENTS LLLP, a limited liability limited partnership formed under the laws of the State of Colorado (the “Partnership”), and THE NHP FOUNDATION, a District of Columbia nonprofit corporation (the “Guarantor”), an affiliate of the General Partner, for the benefit of Frisco Community Housing Development Authority, a Colorado housing authority (the “Special Limited Partner”) and to induce the Special Limited Partner to become a limited partner in the Partnership by entering into that certain Addendum (the “Addendum”) to the Amended and Restated Agreement of Limited Liability Limited Partnership of the Partnership, as of even date herewith (the “Partnership Agreement”), and performing its obligations hereunder, all of which benefit the Guarantor.

Recitals

The Partnership was formed for the purpose of acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a fifty-two (52) unit residential project in one (1) building located on one site in Frisco, Colorado (the “Project”).

The Guarantor agrees to make each and every of the advances, and to guarantee payment and performance of all of the obligations under the Addendum of the Partnership or the General Partner to the Special Limited Partner, as set forth herein, subject to, and in accordance with, the terms and provisions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Guarantor hereby absolutely and unconditionally guarantees payment and performance of all of the duties and obligations of the Partnership and the General Partner under the Addendum.

1. Intended Beneficiary. The parties intend that the Town of Frisco (the “Town”), and its successors and assigns, is a direct beneficiary of this Guaranty and that the Town and its affiliates shall have the right to directly enforce the Guarantor’s obligations hereunder. No person other than the Special Limited Partner (and its successors and assigns), the Town and the parties to this Guaranty may directly or indirectly rely upon or enforce the provisions of this Guaranty, whether as a third party beneficiary or otherwise.
2. Burden and Benefit. This Guaranty and each covenant and agreement contained herein shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of the Special Limited Partner and its respective successors and assigns. The Guarantor shall not have the right to assign its obligations hereunder without the Consent of the Special Limited Partner.
3. Severability of Provisions. Each provision of this Guaranty shall be considered severable, and if for any reason any provision that is not essential to the effectuation

of the basic purposes of this Guaranty is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Guaranty that are valid.

4. No Continuing Waiver. None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Guaranty shall not operate or be construed to be a waiver of any subsequent breach.
5. Defined Terms. Terms used in this Guaranty with initial capital letters and not otherwise defined in the Partnership Agreement shall have the meanings set forth herein.
6. Governing Law. This Guaranty shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws, and cannot be modified, amended or terminated orally.
7. Headings. All headings in this Guaranty are for convenience of reference only and are not intended to qualify the meaning of any provision of this Guaranty.
8. Terminology. All personal pronouns used in this Guaranty, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.
9. Counterparts. This Guaranty may be executed in several counterparts, including electronic counterparts (such as facsimile or .pdf), each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart.
10. Payment and Performance Guaranty. Guarantor hereby agrees that this is a Guaranty of payment and performance, not collection, and that this Guaranty is an unconditional, irrevocable primary guaranty and may be enforced by any of Special Limited Partner or the Town directly against Guarantor without first resorting to or exhausting any other right or remedy; provided, however, that nothing herein contained shall prevent the Special Limited Partner or the Town from suing to enforce the provisions of the Partnership Agreement or from exercising any rights thereunder. Guarantor agrees and confirms that its liability hereunder shall not be affected, impaired, or reduced in any way by any action taken under the foregoing provisions, or any other provisions hereof, or by any delay, failure or refusal of the Partnership or any Partner to exercise any right or remedy it may have against the General Partner or any other person, firm or corporation, including other guarantors, if any, liable for all or any part of the obligations guaranteed hereby.
11. Joint and Several. The obligations under the term of this Guaranty are joint and several obligations of the Guarantor.

12. No Discharge. The Guarantor acknowledges that all of its obligations under this Guaranty are primary, absolute, irrevocable and unconditional and that, except as set forth below, its liability shall not be limited or affected by any release or discharge of the General Partner or any other guarantor, whether by operation of law or otherwise, by withdrawal or removal of the General Partner as a partner in the Partnership or by any other legal or factual matter, unless and until all guaranteed obligations have been paid and performed in full, regardless of whether or not Notice has then been given to the Guarantor. In amplification, and not in limitation, of the provisions set forth above, the Guarantor hereby waives and agrees not to assert or take advantage of:
- (a) any right to require the Special Limited Partner to proceed against any other person or to proceed against or exhaust any security held by the Special Limited Partner at any time or to pursue any other remedy in the Special Limited Partner's power before proceeding against the Guarantor;
 - (b) the defense of the statute of limitations in any action hereunder or in any action for the collection or the performance of any obligations guaranteed hereby;
 - (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of the General Partner, Partnership or any Partner to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;
 - (d) any defense based upon an election of remedies by the Special Limited Partner, or the right of Guarantors to proceed against the Partnership or any Partner; and
 - (e) any duty or obligation on the part of the Special Limited Partner, Partnership or any Partner to perfect, protect, not impair, retain or enforce any security for the payment of the obligations guaranteed hereby.
13. **Notice.** Notice to the parties hereto shall be given in the manner and (where applicable) to the addresses specified in Exhibit A-6 of the Partnership Agreement, as the same may be amended from time to time by Notice to the parties hereto. Notices to the Partnership shall be sent in care of the General Partner of the Partnership, with a copy sent simultaneously to the Limited Partner. Notices to Guarantor shall be sent to:

The NHP Foundation
122 East 42nd Street, Suite 4900
New York, New York 10168
Attention: John M. Welsh

14. Collection. Guarantor agrees that, in the event this Guaranty is placed in the hands of an attorney for enforcement following notice of demand for payment as required herein, Guarantor will reimburse the Special Limited Partner for all expenses incurred in enforcing this Guaranty, and in enforcing the rights under the Partnership Agreement, including, without limitation, reasonable attorneys' fees and expenses (whether or not suit is brought hereon) and all such expenses incurred in connection with any trial, appeal, arbitration or bankruptcy proceedings. All amounts which are not timely paid by Guarantor shall bear interest from and after the date due until paid at two percent (2%) in excess of the from time to time prime rate of interest of U.S. Bank National Association.
15. Defenses Not Valid. Guarantor further agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, or impaired (a) by reason of the assertion by the Partnership or any Partner thereof of any rights or remedies under or with respect to the Partnership Agreement, or any other instruments executed in connection therewith, against any Person obligated thereunder, (b) by reason of any failure to exercise, or delay in exercising, any such right or remedy or any right or remedy hereunder or in respect to this Guaranty, or (c) by reason of the adjudication in bankruptcy of this Guaranty or any guarantor hereunder, or the filing of a petition for any relief under any federal, state, or local bankruptcy law by any such Person.
16. Continuing Guaranty. It is expressly understood and agreed that this is a primary, continuing guaranty and that the obligations of Guarantor hereunder are and shall be absolute under any and all circumstances, without regard to the validity, regularity or enforceability of the Partnership Agreement, any other instruments executed in connection therewith or otherwise in connection with the Project.
17. Certain Waivers. To the extent permitted by law, Guarantor hereby waives notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest and any and all notices of nonpayment, non-performance, non-observance, and all other notices of any kind, and other proof, and notice of demand, and Guarantor hereby waives all suretyship defenses and defenses in the nature thereof.
18. Default. If Guarantor shall fail or refuse to perform or continue performance of any or all of Guarantor's obligations under this Guaranty, then the Special Limited Partner may have the right to take all necessary action to cause payment or performance of any obligation(s) guaranteed hereunder to be performed and/or paid and to take any other actions necessary or advisable to cure the Guarantor's default hereunder, either before or after the exercise of any other remedy. The amounts of any and all expenditures and advances so made by the Special Limited Partner shall be due and payable by Guarantor immediately upon the incurrence or advancement thereof and, if not then paid, shall bear interest at two percent (2%) above the from time to time prime rate of U.S. Bank National Association and shall be an additional amount guaranteed hereunder.

19. Subrogation. Guarantor agrees that Guarantor shall have no right of subrogation or any right of contribution against any other party unless and until all amounts due to the Special Limited Partner have been paid in full and all other obligations under the Partnership Agreement have been satisfied.

IN WITNESS WHEREOF, the parties have executed this Guaranty as of the date first above written.

PARTNERSHIP:

WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership

By: NHPF West Main GP, LLC, a Colorado limited liability company

Its: General Partner

By: The NHP Foundation, a District of Columbia non-profit corporation, as Managing Member

By: _____
John M. Welsh, Senior Vice President

GUARANTOR:

THE NHP FOUNDATION, a District of Columbia non-profit corporation

By: _____
John M. Welsh, Senior Vice President

EXHIBIT B

RIGHT OF FIRST REFUSAL

[Attached]

RIGHT OF FIRST REFUSAL AGREEMENT

[NTD: US Bank would prefer to have a single ROFR agreement and proposed deleting all the text below. I expect it will be better to keep this second agreement for FCHDA, primarily because FCHDA's price is what a third party offers, not the Section 42 ROFR price. NHP would also prefer that FCHDA's rights are extinguished if NHP exercises its rights (although presumably FCHDA will get a new ROFR at that time if it extends the property tax exemption for another financing period).]

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made as of the [] day of [], 2026, by and among WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership (the "Partnership"), NHPF WEST MAIN GP, LLC, a Colorado limited liability company (the "General Partner"), and FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY, a Colorado housing authority (the "Special Limited Partner").

WHEREAS, the Partnership has been formed to develop, finance and operate the property, which will consist of an fifty-two (52) unit housing complex in Frisco, Colorado, all units of which will be affordable units intended to benefit low-income individuals in the Town of Frisco (collectively, the "Property");

WHEREAS, the General Partner, as general partner of the Partnership, and one or more other parties, concurrently with the execution and delivery of this Agreement, are entering into that certain Amended and Restated Agreement of Limited Liability Limited Partnership of the Partnership dated as of the date hereof (the "Partnership Agreement");

WHEREAS, the Special Limited Partner is an housing authority under the laws of the State of Colorado and has been admitted as a partner of the Partnership pursuant to that certain Addendum to Amended and Restated Agreement of Limited Liability Limited Partnership, dated as of the date hereof (the "Addendum");

WHEREAS, the Special Limited Partner, by virtue of its status as a Colorado housing authority, anticipates that its participation in the ownership of the Partnership will permit a sales and use tax exemption during construction and a property tax exemption (the "Tax Exemptions") to the extent available under C.R.S. § 29-4-227, which will provide significant financial assistance to the Partnership;

WHEREAS, the Property is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting the use of certain units to low income housing (the "Use Restrictions");

WHEREAS, to induce the Special Limited Partner to participate as a partner in the Partnership and as a condition precedent to entering into the Addendum, the Special Limited

Partner and the General Partner have negotiated and required that the Partnership execute and deliver this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings attributed thereto, in the Partnership Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Addendum by the Special Limited Partner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Right of First Refusal.

The Partnership hereby grants to the Special Limited Partner a right of first refusal to purchase the Property for the price and subject to the other terms and conditions set forth below.

2. Exercise of Refusal Right; Purchase Price.

(a) The Partnership agrees that it will not sell the Property or any portion thereof to any Person (other than to The NHP Foundation, a District of Columbia nonprofit corporation (“NHP”), or any affiliate controlled by or under common control of NHP, including pursuant to that purchase option in Section 14.2 of the Partnership Agreement or that right of first refusal in Section 14.3 of the Partnership Agreement, each of which is expressly permitted and is senior to the rights granted to the Special Limited Partner by this Agreement) without the prior written consent of the Limited Partner and without first offering the Property to the Special Limited Partner upon the same price and terms and conditions as are set forth in the First Offer (the “First Refusal Right”); provided, however, that such First Refusal Right shall be conditioned upon the receipt by the Partnership of a bona fide offer that the Partnership is willing to accept (the “First Offer”). An offer to purchase the general partner interest or a controlling interest of the partnership interests in the Partnership (other than a sale to a partner of the Partnership or any affiliate controlled by or under common control with a partner of the Partnership, which sale is expressly permitted and is not subject to this Agreement) shall similarly trigger a right of first refusal similar to the First Refusal Right with respect to such interest; provided however, that any transfers of the Limited Partner’s interests to a third-party during the Tax Credit Compliance Period shall not trigger any rights of the Special Limited Partner hereunder.

(b) The Partnership shall give written notice of its receipt of such offer (the “First Offer Notice”), along with all related terms, to the Special Limited Partner. Upon receipt by the Special Limited Partner of the First Offer Notice, the Special Limited Partner shall have sixty (60) days to deliver to the Partnership and its partners a written notice of its intent to exercise the Refusal Right (the “First Acceptance Notice”) for a purchase price equal to the price set forth in the First Offer. If the Special Limited Partner delivers the First Acceptance Notice in accordance with the provisions of this Section 2(b), then the Partnership and the Special Limited Partner shall, within sixty (60) days (the “First Negotiating Period”) in good faith attempt to agree on a definitive purchase and sale agreement based on the same terms contained in the First Offer. If the Special Limited Partner does not deliver its First Acceptance Notice in accordance with the provisions of this Section 2(b), or if the Partnership and the Special Limited Partner fail to reach agreement on a definitive purchase and sale agreement during the First Negotiating Period and either the

Partnership or the Special Limited Partner terminate further negotiations by notice to the other, then the Partnership shall be permitted to sell the Property pursuant to the First Offer and this Agreement shall terminate and be of no further force or effect. However, in the event the Partnership has not entered into a third-party purchase contract within 365 days, then the First Refusal Right shall be reinstated, subject to the First Offer rights set forth herein. This First Refusal Right shall continue without regard to whether the Special Limited Partner is a Special Limited Partner of the Partnership; however, if the General Partner has purchased the Special Limited Partner's interest in the Partnership pursuant to Section 8(e)(i) of the Addendum, this First Refusal Right shall be deemed to have terminated upon the General Partner's acquisition of the Special Limited Partner's interest in the Partnership.

(c) If NHP or any affiliate controlled by or under common control of NHP, exercises its purchase rights with respect to the Property or the Limited Partners' interests, this Agreement will automatically terminate.

(d) The Special Limited Partner shall, at the request of the Partnership and/or the General Partner, execute (in recordable form) any instruments or other documents as may be reasonably necessary to memorialize the termination or expiration of this Agreement in accordance with its terms, including such documents as may be necessary to satisfy the third party purchaser and the title insurance company that the Right of First Refusal does not apply.

(e) If the Partnership, the General Partner, or the General Partner Affiliate, as applicable, take steps to market the Project for sale, the Partnership, the General Partner, or the General Partner Affiliate, as applicable, shall provide the Special Limited Partner with written notice of such efforts and copies of all marketing and due diligence materials assembled and/or disseminated in connection with such marketing effort.

3. Subordination to Project Loans and Use Restrictions. The rights of the Special Limited Partner to purchase the Project pursuant to this Agreement and the Right of First Refusal will be subject and subordinate in all respects to the terms and conditions of all loan documents encumbering the Project, other than those loan documents evidencing any loan in which the General Partner or a General Partner Affiliate is the Lender, and shall also be subject and subordinate to any documents related to the Use Restrictions.

4. Completion of Sale.

(a) At the closing (the "Closing") of the sale of the Project or the Partnership interests following exercise of the First Refusal Right, the Partnership, the General Partner, or the General Partner Affiliate, as applicable, shall cause a title company to issue, at the Special Limited Partner's cost, an ALTA owner's policy of title insurance dated as of the Closing (or a non-imputation endorsement in the case of the acquisition of Partnership interests) (the "Title Policy"), in an amount equal to the purchase price for the Project, showing the fee interest in the Project vested in the Special Limited Partner and showing as exceptions all encumbrances of record.

(b) The Partnership, the General Partner, or the General Partner Affiliate, as applicable, shall use all reasonable efforts to obtain the consent to the sale by the holders of any mortgages or deeds of trust on the Project, if required. The Partnership, the General Partner, or the

General Partner Affiliate, as applicable, shall convey the Project or the Partnership interests, as applicable, to the Special Limited Partner by the same means first conveyed to the Partnership, General Partner or the General Partner Affiliate, or by a special warranty deed or an assignment and assumption agreement with comparable warranties. The costs of such sale, other than the Title Policy, shall be apportioned between, on the one hand, the Partnership, the General Partner, or the General Partner Affiliate, as applicable, and the Special Limited Partner on the other hand, according to the custom then in effect in Frisco, Colorado; provided, however, that the Special Limited Partner shall pay any and all deed recording or other transfer taxes payable upon the transfer of the Project.

6. Termination. Upon any of the events terminating the Special Limited Partner as a member of the Partnership under Section 8(e)(i) of the Addendum, the Right of First Refusal shall be automatically terminate and be of no further force and effect.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with a nationally recognized overnight delivery service such as Federal Express for next business day delivery (“Overnight Delivery”) or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to the Partnership: West Main Apartments LLLP
c/o The NHP Foundation
Development Corporation
122 East 42nd Street, Suite 4900
New York, New York 10168
Attention: John M. Welsh

If to the General Partner: NHPF West Main GP, LLC
c/o The NHP Foundation
Development Corporation
122 East 42nd Street, Suite 4900
New York, New York 10168
Attention: John M. Welsh

with a copy to:

New Communities Law PLLC
1624 Market St., Suite 400
Denver, Colorado 80202
Attention: Ben Doyle, Esq.

and

U.S. Bancorp Community Development
Corporation
U.S. Bancorp Impact Finance

505 North Seventh Street, 10th Floor
Mail Code: SL-MO-T10F
St. Louis, MO 63101
USB Project No: 31728
Attn.: Project Manager

If to the Special Limited Partner:

Frisco Community Housing Development Authority
c/o Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attention: Community Development Director

with a copy to:

Thad W. Renaud, Esq.
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

All notices shall be effective upon such personal delivery, upon being deposited in overnight delivery, in the United States mail as required above. However, with respect to notices so deposited in overnight delivery or the United States mail, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day following any such deposit in overnight delivery, in the case of a deposit in the United States mail as provided above, the date on the return receipt of the notice reflecting the date of delivery or rejection of the same by the addressee thereof. By giving to the other parties hereto at least fifteen (15) days' written notice in accordance with the provisions hereof, a party may change its address for notice purposes.

8. Attorney's Fees. In the event of any action or proceeding at law or in equity between the Partnership, the General Partner, or General Partner Affiliate, as applicable, and the Special Limited Partner to enforce any provision of this Agreement or to protect or establish any right of remedy of any party hereunder, the unsuccessful party to the litigation shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred therein by the prevailing party, and if the prevailing party recovers judgment in any action or proceeding, the costs, expenses and attorneys' fees shall be included in and as part of the judgment.

9. Assignment. The Special Limited Partner may assign this Agreement or any of its respective rights hereunder to a wholly-owned affiliated entity or instrumentality of the Special Limited Partner.

10. Miscellaneous.

(a) This Agreement shall be construed in accordance with the laws of the State of Colorado. This Agreement may be executed in counterparts or counterpart signature pages,

which together shall constitute a single agreement. The Partnership, the General Partner, the Special Limited Partner, and the Special Limited Partner each represents and warrants that each has not had or will not have any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated hereby. Each party hereto hereby agrees to indemnify and hold harmless the other party from and against costs, expenses of liabilities for compensation, commissions or charges which may be claimed by any broker, finder or similar party by reason of any actions of the indemnifying party.

(b) The rights and obligations of the Partnership, the General Partner, and the Special Limited Partner under this Agreement shall inure to the benefit of, and bind, their respective successors and permitted assigns.

(c) The captions used herein are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(d) Time is of the essence of each and every agreement, covenant and condition of this Agreement.

(e) This Agreement constitutes the entire agreement among the Partnership, the General Partner, and the Special Limited Partner with respect to the subject matter hereof, and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Partnership, the General Partner, and the Special Limited Partner.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

PARTNERSHIP:

WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership

NHPF WEST MAIN GP, LLC, a Colorado limited liability company

By: The NHP Foundation, a District of Columbia non-profit corporation, as Managing Member

By: _____
John M. Welsh, Senior Vice President

GENERAL PARTNER:

NHPF WEST MAIN GP, LLC, a Colorado limited liability company

By: The NHP Foundation, a District of Columbia non-profit corporation, as Managing Member

By: _____
John M. Welsh, Senior Vice President

SPECIAL LIMITED PARTNER:

FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY, a Colorado limited liability company

By: _____

Its: _____

EXHIBIT A

**LEGAL DESCRIPTION OF
REAL ESTATE**

HOUSING UNIT, 101 WEST MAIN SMALL PLANNED COMMUNITY, ACCORDING TO THE PLANNED COMMUNITY DECLARATION RECORDED _____, 2026 IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, AT RECEPTION NO. _____, AND THE PLANNED COMMUNITY MAP FOR 101 WEST MAIN SMALL PLANNED COMMUNITY RECORDED _____, 2026 IN SUCH OFFICE AT RECEPTION NO. _____, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AS PERMITTED UNDER SUCH DECLARATION.

EXHIBIT C

MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT

[Attached]

Space above for Recorder's use.

**MEMORANDUM OF
RIGHT OF FIRST REFUSAL AGREEMENT**

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT (this "Memorandum") is entered into effective the [_____] day of [____], 2026, by and among WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership (the "Partnership"), NHPF WEST MAIN GP, LLC, a Colorado limited liability company (the "General Partner"), and FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY, a Colorado housing authority (the "Special Limited Partner").

A. The Partnership leases that certain real property located in Frisco, Colorado, and legally described in the Exhibit A attached hereto (the "Project"), upon which the Partnership intends to develop, finance, and operate a fifty-two (52) unit affordable property intended to qualify for low income housing tax credits (collectively, the "Project").

B. Pursuant to that certain Right of First Refusal Agreement dated on or about the date hereof (the "Right of First Refusal Agreement"), each of the Partnership and the General Partner (collectively, in such capacity, the "Grantors") have granted to the Special Limited Partner (in such capacity, the "Grantee") a right of first refusal (the "Right of First Refusal") to purchase the Project and certain interests in the Partnership on terms and conditions set forth in the Right of First Refusal Agreement.

C. Nothing herein shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Right of First Refusal Agreement, which shall in all things control.

D. All of the terms and conditions of the Right of First Refusal Agreement are incorporated by reference into this Memorandum as if set forth fully herein at length.

E. This Memorandum may be executed in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

This instrument was drafted by:
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

***[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURES BEGIN ON THE NEXT PAGE.]***

EXHIBIT A
LEGAL DESCRIPTION OF
REAL ESTATE

HOUSING UNIT, 101 WEST MAIN SMALL PLANNED COMMUNITY, ACCORDING TO THE PLANNED COMMUNITY DECLARATION RECORDED _____, 2026 IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, AT RECEPTION NO. _____, AND THE PLANNED COMMUNITY MAP FOR 101 WEST MAIN SMALL PLANNED COMMUNITY RECORDED _____, 2026 IN SUCH OFFICE AT RECEPTION NO. _____, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AS PERMITTED UNDER SUCH DECLARATION.

42257679v3



STAFF REPORT

TO: FCHDA COMMISSIONERS
FROM: THAD RENAULD, TOWN ATTORNEY
JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: STRONG COMMUNITIES LOAN PROMISSORY NOTE AND DEED OF TRUST FOR 101 WEST MAIN
DATE: JUNE 29, 2026

Summary & Background:

Town staff are bringing forth a Promissory Note and Deed of Trust Agreement between the Frisco Community Development Housing Authority and West Main Apartments LLLP for consideration. To facilitate the financing, West Main Apartments LLLP will execute a Promissory Note and Leasehold Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rents and Leases in favor of the FCHDA.

The Town of Frisco (Town) has been working with the NHP Foundation (NHPF) since early 2023 when staff from NHPF approached Town staff and Council on affordable housing opportunities in Frisco. The mission of NHPF is to “preserve and create sustainable, service-enriched multifamily housing that is affordable to low- and moderate-income families and seniors, and beneficial to their communities.” This mission aligns with the Council’s strategic plan to support a thriving economy by increasing workforce housing and enhancing community inclusivity by offering a variety of housing types to support year-round residents.

The Town is currently working with NHPF on two affordable housing projects, located at 101 W Main and 602 Galena. Recognizing the strong need for all housing types and rental rates within Frisco, the Town has focused on ensuring that the two projects provide a range of affordable housing options to the community.

The 101 W Main project is projected to move forward in 2026 with 52 rental units at an income range of 30%, 50%, & 80% of the Summit County Area Median Income.

Analysis:

In 2024 the Town was awarded a “Strong Communities” grant from the Colorado Department of Local Affairs (DOLA) in the amount of \$4 million. The grant is currently being utilized for public improvements associated with the Town’s two affordable housing projects. One located at 602 Galena, the other located at 101 West Main. The presented

Promissory Note and Deed of Trust are associated only for the 101 West Main project. Expenses incurred by the 101 West Main project, in utilization of this loan, will be reimbursed by the awarded Strong Communities grant, administered by DOLA.

To facilitate the Low Income Housing Tax Credit (LIHTC) financing, West Main Apartments LLLP will execute a Promissory Note and Leasehold Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rents and Leases in favor of the FCHDA. Together, these documents establish the terms of the loan and provide security for repayment while protecting the public investment in the project.

The FCHDA subordinate loan is intended to help close a financing gap and support construction of the project. The Promissory Note establishes the loan amount, interest rate, repayment terms, and default provisions, while the Leasehold Deed of Trust secures the loan with the borrower's leasehold interest, project improvements, rents, and other project assets.

The proposed financing package includes a subordinate loan from the Frisco Community Housing Development Authority to West Main Apartments LLLP in the amount of \$1,055,887. The loan accrues simple interest at a rate of one percent (1%) annually and matures on the later of the maturity date of the senior LIHTC permanent mortgage or thirty years following the LIHTC closing.

Financial Impact:

The FCHDA will provide a subordinate loan of \$1,055,887 to support development of the 101 West Main affordable housing project. Funds from the DOLA Strong Communities Grant will provide reimbursement of the expenses incurred.

Alignment with Strategic Plan:

The Plan touches on the following Strategic Objectives in the 2024-2028 Strategic Plan:

- Enhance Community Inclusivity
- Support a Thriving Economy

Staff Recommendation:

Staff requests the FCHDA Commissioners review the Strong Communities Loan Promissory Note and Deed of Trust for the project at 101 West Main.

Reviews and Approvals:

- Tom Fisher, Executive Director

Attachments:

- Attachment 1 – Strong Communities Loan - Promissory Note
- Attachment 2 – Strong Communities Loan – Leasehold Deed of Trust

After recording, return to:
Frisco Community Development Housing Authority
P.O. Box 4100
Frisco, Colorado 80443
Attn: Executive Director

**LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, AND ASSIGNMENT OF RENTS AND LEASES (this “Deed of Trust”) is given as of July _____, 2026, by

WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership (“Borrower”), to the **PUBLIC TRUSTEE FOR THE CITY AND COUNTY OF SUMMIT, STATE OF COLORADO** (the “Public Trustee”), for the use and benefit of **FRISCO COMMUNITY DEVELOPMENT HOUSING AUTHORITY**, a body corporate and politic (“Lender”).

RECITALS

A. Borrower has requested that Lender provide subordinate financing to assist in the development of the Real Property (as defined hereunder) in the Town of Frisco, Colorado including all the improvements located thereon (the “Improvements”), to provide fifty-two (52) units of affordable housing and commercial space, and ancillary amenities thereto.

B. Lender has determined to assist in the financing of the development of the Real Property and the Improvements (together, the “Project”) by loaning to Borrower the original principal amount of One Million Fifty Five Thousand Eight Hundred Eighty-Seven and 00/100 Dollars (\$1,055,887.00) (the “Loan”), upon the terms and conditions of that certain Promissory Note dated even herewith by Borrower payable to the order of Lender, together with all renewals, extensions, and modifications of the same (the “Note”, and together with this Deed of Trust, the “Loan Documents”). The principal balance, together with accrued interest and all other amounts due on the Loan, shall be due and payable in full on the Maturity Date set forth in the Note.

**ARTICLE 1.
PARTIES, PROPERTY, AND DEFINITIONS**

The following terms and references shall have the meanings indicated:

1.1 **Real Property:** The leasehold interest in the real property described in Exhibit A, attached hereto and by this reference incorporated herein, together with all leasehold right, title

and interest of Borrower in the following with respect to the real property, whether now owned or hereafter acquired by Borrower:

(a) all improvements now or hereafter located on such real property and all easements and appurtenances thereto;

(b) the land lying within any street or roadway adjoining the real property; any vacated or hereafter vacated street or alley adjoining the real property; and any strips and gores adjoining the real property;

(c) all and singular the passages, waters, water rights (whether tributary or non-tributary or not non-tributary), water courses, riparian rights, wells, well permits, water stock, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the real property, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license, and the reversion and reversions and remainder and remainders thereof; and

(d) excepting the personal property of any tenants and residents, all machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached or incorporated, and including all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under such real property or improvements and used or usable in connection with any present or future operation thereof, including but not limited to all lighting, utility, and power equipment; engines; pipes; pumps; tanks; motors; conduits; utility systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, signage, heating, air-conditioning; communication apparatus; water heaters; ranges; furnaces; appliances, refrigerators, stoves; shades, awnings, screens, storm doors and windows; attached cabinets; rugs, carpets and draperies and all additions thereto and replacements therefor.

1.2 Chattels: All goods, trade fixtures, fixtures, inventory, furnishings, fittings, machinery, apparatus, equipment, building and other construction materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Borrower and used, intended for use, or reasonably required in the development, construction, reconstruction, alteration, repair, or operation of the Property and any improvements or infrastructure located thereon, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof, including, without limitation, to the extent not deemed to be real property under this Deed of Trust, all apparatus, machinery, motors, elevators, fittings, equipment, and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures, lawn or deck chairs, towels, maintenance equipment, and recreational and fitness equipment.

1.3 Intangible Personalty: All right, title and interest of the Borrower in and to the following, with respect to the Real Property:

(a) all of the rents, royalties, income (including, without limitation, operating income), receipts, revenues, issues, and profits of and from the use, operation, or enjoyment of such real property and improvements (collectively, the “Income”), whether such Income is attributable to the period, or is collected, prior to or subsequent to any default by Borrower;

(b) all plans and specifications for the improvements on the real property; soil, environmental, engineering, land planning maps, surveys and other studies and reports concerning the real property or prepared for the orderly planning and development of the real property, including all plans, drawings and studies concerning the platting or replatting of the real property; all contracts and subcontracts relating to the improvements on the real property, or any thereof;

(c) all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, casualty or injury to, or decrease in the value of, any of such real property, including without limitation all property insurance payments, proceeds and policies related to such real property;

(d) all of the licenses, permits, franchises, and other entitlements to use and all rights thereto which have been issued by or which are pending before any governmental or quasi-governmental agency which are necessary or appropriate for the Property;

(e) all funds, accounts, operating accounts, accounts receivable, deposit accounts, escrow accounts, monies, claims, causes of action, rights to payment, prepaid insurance and other prepaid items, contracts, contract rights, refunds and rebates, maintenance contracts, maintenance warranties, continuing agreements, security deposits, general intangibles and payment intangibles associated with the property, letter of credit rights and insurance proceeds;

(f) all water taps, sewer taps, building permits, curb cut permits, storm water discharge permits, refunds, rebates or deposits due or to become due from any utility companies or governmental entity;

(g) the absolute right to Borrower’s interest in any trade name used by Borrower in connection with the Property and all of Borrower’s rights in and to contract rights, leases, concessions, trade names, trademarks, service marks, logos, operating systems, trade secrets, technology and technical information, copyrights, warranties, licenses, plans, drawings and other items of intangible personal property relating to the ownership or operation of the Property; and

(h) all other and greater rights and interests of every nature in such property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Borrower.

1.4 Property: The Real Property, the Chattels and the Intangible Personalty are sometimes collectively called the “Property.” It is specifically understood that the enumeration of

any specific articles of the Property, including Chattels and Intangible Personalty shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the Real Property, Chattels and Intangible Personalty, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood and agreed and declared to be appropriated to the use of the real estate, and shall for the purposes of this Deed of Trust be deemed to be real estate and conveyed and mortgaged hereby.

1.5 Secured Obligations: The Property is granted and shall be held for the purpose of securing the following (the “Secured Obligations”):

- (a) The payment of the indebtedness as evidenced in the Note;
- (b) The performance and observance of all terms, covenants, conditions, and provisions to be performed or observed by the Borrower pursuant to the terms of this Deed of Trust, and UCC-1 financing statements required to perfect Lender’s security interest in the personal property as granted by this Deed of Trust (the “Financing Statement”).

ARTICLE 2. GRANTING CLAUSE

2.1 Grant to Public Trustee. As security for the Secured Obligations, Borrower hereby grants, bargains, sells, and conveys the Property to Public Trustee, in trust forever, with power of sale, for the use and benefit of Lender, and subject to all provisions hereof.

2.2 Security Interest to Lender. As additional security for the Secured Obligations, Borrower hereby grants to Lender a security interest in the Chattels and in the Intangible Personalty and in such of the Real Property as may be deemed personalty (collectively, the “Collateral”). To the extent any of the Collateral may be or has been acquired with funds advanced by Lender under the Loan Documents, this security interest is a purchase money security interest. This Deed of Trust constitutes a Security Agreement under the Uniform Commercial Code of Colorado (the “Code”) with respect to any part of the Property and Collateral that may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate; all of the terms, provisions, conditions and agreements contained in this Deed of Trust pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property, and the following provisions of this section shall not limit the generality or applicability of any other provision of this Deed of Trust but shall be in addition thereto:

- (a) The Collateral shall be used by Borrower solely for business purposes, being installed upon or owned in connection with the real estate comprising part of the Property for Borrower’s own use or as the equipment and furnishings furnished by Borrower, as owner, to tenants of the Property;

(b) The Chattels shall be kept at the real estate comprising a part of the Property, and shall not be removed therefrom without the consent of Lender and the Chattels may be affixed to such real estate but shall not be affixed to any other real estate;

(c) Except for any financing statement evidencing a Permitted Exception (as defined in Paragraph 3.1 hereunder), no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office; and Borrower will, at its cost and expense, upon demand, furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts and things as Lender may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject to no adverse liens or encumbrances; and Borrower will pay the cost of filing the same or filing or recording such financing statements or other documents and this instrument in all public offices wherever filing or recording is deemed by Lender to be necessary or desirable;

(d) The terms and provisions contained in this section and in Section 7.6 (Enforcement of Security Interests) of this Deed of Trust shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code; and

(e) This Deed of Trust constitutes a security agreement and financing statement under the Code with respect to the Collateral. As such, this Deed of Trust covers all items of the Collateral that are personal property including all items which are to become fixtures. Borrower is the “Debtor” and Lender is the “Secured Party” (as those terms are defined and used in the Code) insofar as this Deed of Trust constitutes a financing statement.

(f) The Borrower agrees that Lender may, to the extent permitted by applicable law, prepare and file financing statements, amendments thereto, and continuation statements without the signature of the Borrower and file any financing statement, amendment thereto or continuation statement electronically.

ARTICLE 3. BORROWER’S TITLE AND AUTHORITY

3.1 Borrower’s Interest. Borrower, for itself, its successors and assigns, represents and warrants to Lender, its successors and assigns, that it is lawfully seized of the Property and has good right to sell and convey the same, that the Property is free from all encumbrances except only the lien of general taxes for the year 2026, a lien not yet due and payable, and those additional matters listed on the attached Exhibit B (“Permitted Exceptions”), and that the Lender, its successors and assigns, shall quietly enjoy and possess the Property. Borrower, for itself, its successors and assigns, represents and warrants to Lender, and its successors and assigns, that Borrower is the owner of the Collateral, free of any liens, encumbrances, security interests, and other claims whatsoever, other than the Permitted Exceptions. Borrower, for itself and its

successors and assigns, hereby agrees to warrant and forever defend, all and singular, all of the Property, Collateral and property interest granted and conveyed in trust pursuant to this Deed of Trust, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof, subject to the Permitted Exceptions. The warranties contained in this section shall survive foreclosure of this Deed of Trust, and shall inure to the benefit of and be enforceable by any person who may acquire Borrower's interest to the Property or the Collateral pursuant to any such foreclosure.

3.2 Waiver of Homestead and Other Exemptions. To the extent permitted by law, Borrower hereby waives all rights to any homestead or other exemption to which Borrower would otherwise be entitled under any present or future constitutional, statutory, or other provision of applicable state or federal law.

3.3 Due Authorization. Borrower represents and warrants to Lender that that the execution of this Deed of Trust has been duly authorized by all necessary limited liability company action on the part of Borrower.

ARTICLE 4. BORROWER'S AFFIRMATIVE COVENANTS

4.1 Payment of Note. Borrower will pay all principal, interest, and other sums payable under the Note, this Deed of Trust, or the Loan Documents, on the date when such payments are due, without notice or demand.

4.2 Performance of Other Obligations. Borrower will promptly and strictly perform and comply with all other covenants, conditions, and prohibitions required of Borrower by the terms of the Loan Documents.

4.3 Other Encumbrances. Borrower will promptly and strictly perform and comply with all covenants, conditions, and prohibitions required of Borrower in connection with any other encumbrance affecting the Property or the Collateral, or any part thereof, or any interest therein, regardless of whether such other encumbrance is superior or subordinate to the lien hereof. This paragraph does not authorize any lien or encumbrance against the Property or the Collateral except as permitted by Section 3.1 or with the prior written consent of Lender as provided in this Deed of Trust.

4.4 Payment of Taxes.

(a) Property Taxes. The Borrower shall pay all property taxes and assessments on or before the date due.

(b) Intangible Taxes. If by reason of any statutory or constitutional amendment or judicial decision adopted or rendered after the date hereof, any tax, assessment, or similar charge is imposed against the Note, against Lender arising directly from Lender's interests in the Loan

Documents (other than a tax based on Lender's income), or against any security interest of Lender in the Property, Borrower will pay such tax, assessment, or other charge before delinquency and will indemnify Lender against all loss, expense, or diminution of income in connection therewith. In the event Borrower is unable to do so, either for economic reasons or because the legal provisions or decisions creating such tax, assessment or charge forbid Borrower from doing so, then the Note will, at Lender's option, become due and payable in full upon thirty (30) days' notice to Borrower.

(c) Right to Contest. Notwithstanding any other provision of this section, Borrower will not be deemed to be in default solely by reason of Borrower's failure to pay any impositions so long as, in Lender's judgment, each of the following conditions is satisfied:

(i) Borrower is engaged in and diligently pursuing in good faith administrative or judicial proceedings appropriate to contest the validity or amount of such impositions; and

(ii) Nonpayment of such impositions will not result in the loss or forfeiture of any Property encumbered hereby or any interest of Lender therein.

If Lender determines that any one or more of such conditions is not satisfied or is no longer satisfied, Borrower will pay the impositions in question, together with any interest and penalties thereon, within ten (10) days after Lender gives notice of such determination.

4.5 Maintenance of Insurance.

(a) Policies. Borrower shall obtain and maintain the following insurance and pay all related premiums as they become due:

(i) Casualty. Insurance of the Project against damage or loss by fire, lightning, and other perils, on an all-risks basis, such coverage to be in an amount satisfactory to Lender.

(ii) Liability. Combined commercial general liability insurance protecting Borrower and Lender against loss or losses from liability imposed by law or assumed in any agreement, document, or instrument and arising from bodily injury, death, or property damage with a limit of liability satisfactory to Lender per occurrence and general aggregate. Also, "umbrella" excess liability insurance in an amount satisfactory to Lender.

(iii) Additional Insurance. Borrower shall obtain and maintain such other policies of insurance as Lender may reasonably request in writing and which is commercially customary for similar projects.

4.6 Maintenance and Repair of Property and Collateral. Borrower will at all times maintain the Property and the Collateral in good condition and repair, and will diligently prosecute

the completion of any infrastructure, building or other improvement which is at any time in the process of construction on the Property in full compliance with all building codes and other governmental requirements. Borrower shall constantly maintain and shall not diminish in any respect nor materially alter the Property during the term of this Deed of Trust. Subject to the rights of any lender under a superior deed of trust, Borrower will promptly repair, restore, replace, or rebuild any part of the Property or the Collateral which may be affected by any casualty or any public or private taking or injury to the Property or the Collateral. Any repair, restoration, replacement, or rebuilding shall be consistent with all applicable laws and regulations. All costs and expenses arising out of the foregoing shall be paid by Borrower whether or not the proceeds of any insurance or eminent domain shall be sufficient therefor. Borrower will comply with all statutes, ordinances, and other governmental or quasi-governmental requirements and private covenants relating to the ownership, construction, use, or operation of the Property and the Collateral, including but not limited to any environmental or ecological requirements, legislation or regulations with respect to the Americans with Disabilities Act; provided, that so long as Borrower is not otherwise in default hereunder, Borrower may, upon providing Lender with security reasonably satisfactory to Lender, proceed diligently and in good faith to contest the validity or applicability of any such statute, ordinance, or requirement. Lender and any person authorized by Lender may enter and inspect the Property at all reasonable times, and may inspect the Collateral, wherever located, at all reasonable times.

4.7 Management. The Borrower will provide and maintain good and efficient management of the Property satisfactory to Lender. Borrower shall obtain Lender's advance written approval of any management provided, and of any contract therefor or assignment thereof, which written approval shall not be unreasonably withheld.

4.8 Condemnation. Borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation subject to the rights of any lender under a superior deed of trust.

4.9 Mechanics' Liens. Borrower will keep the Property free and clear of all liens and claims of liens by contractors, subcontractors, mechanics, laborers, material men, and other such persons.

4.10 Defense of Actions. Borrower will defend, at Borrower's expense, any action, proceeding or claim which affects any Property encumbered hereby or any interest of Lender in such Property or in the Secured Obligations, and will indemnify and hold Lender harmless from all loss, damage, cost, or expense, including reasonable attorneys' fees, which Lender may incur in connection therewith except to the extent such loss is caused by Lender's gross negligence.

4.11 Inventories; Assembly of Chattels. Borrower will, from time to time at the request of Lender, supply Lender with a current inventory of the Chattels, in such detail as Lender may require. Upon the occurrence of any Event of Default hereunder, Borrower will, at Lender's

request assemble the Chattels and make the Chattels available to Lender at any place designated by Lender which is reasonably convenient to both parties.

4.12 Further Assurances; Estoppel Certificates. Borrower will execute and deliver to Lender upon demand, and pay the costs of preparation and recording thereof, any further documents which Lender may request to confirm or perfect the liens and security interests created or intended to be created hereby, or to confirm or perfect any evidence of the Secured Obligations. Borrower will also, within ten (10) days after any request by Lender, deliver to Lender a signed and acknowledged statement certifying to Lender, or to any proposed transferee of the Secured Obligations, (a) the balance of principal, interest, and other sums then outstanding under the Note, and (b) whether Borrower claims to have any offsets or defenses with respect to the Secured Obligations and, if so, the nature of such offsets or defenses.

4.13 Parking Requirements. Borrower shall maintain at all times sufficient parking spaces to comply with the parking requirements of all leases, zoning and other regulations affecting the Property.

4.14 Financial Statements and Inspection of Records. Borrower will furnish or cause to be furnished to Lender copies of such certified reports, financial statements, supporting schedules and other financial data as Lender may reasonably require covering the financial condition of Borrower, in form and content satisfactory to Lender.

4.15 Insurance Proceeds. Insurance proceeds from casualty and condemnation shall be used to restore and rebuild the Property so long as Borrower is not in default.

ARTICLE 5. **BORROWER'S NEGATIVE COVENANTS**

5.1 Disposition of Property, Leases or Beneficial Interest in Borrower. It is expressly acknowledged, covenanted and agreed that, except with Lender's prior written consent and as otherwise set forth in the Ground Lease, there may be no sale, lease (except for leases of space in the improvements on the Property made by Borrower in the ordinary course of Borrower's business), exchange, assignment, conveyance, encumbrance, mortgage, alienation, transfer or other disposition (herein collectively called a "Disposition") of (a) all or any portion of the Property or any lease thereof (or any interest therein) which gives the lessee any option to purchase the Property or any part thereof, or (b) all or any part of the legal or beneficial ownership interest or management control in Borrower. In the event there occurs a Disposition without Lender's written consent, with the exception of Permitted Transfers, then Lender may, at Lender's option, accelerate the maturity of the Note and enforce any and all of Lender's rights, remedies and resources set forth in this Deed of Trust or the Loan Documents upon the occurrence of an Event of Default. Lender's failure to exercise its remedies hereunder for a disapproved Disposition shall not be construed as a waiver of Lender's right to subsequently exercise such remedies, and Lender's approval of a Disposition shall not be construed as a waiver of the provisions hereof with

respect to any subsequent Disposition. The rights and options herein granted to Lender may be exercised at Lender's sole option and discretion, need not be based upon an increased business risk or any other risk, and are an integral and valuable part of the security given to Lender.

5.2 Further Encumbrance of Property. Except for the Permitted Exceptions, Borrower will not create, place or permit to be created or placed or allow to remain against the Property any lien, mortgage or deed of trust, regardless of whether the same is expressly subordinate to the liens and security interests imposed hereby or by any other instruments securing the Secured Obligations and Borrower shall not encumber the Property without the prior consent of Lender.

5.3 Transfer or Removal of Chattels. Borrower will not sell, transfer or remove from the Property all or any material part of the Chattels, unless the items sold, transferred, or removed are simultaneously replaced with similar items of equal or greater value.

5.4 Further Encumbrance of Collateral. Borrower will not create or permit any junior lien, security interest or other encumbrance against the Collateral without the prior written consent of Lender.

5.5 Change in Name, Location of Collateral, Etc. Without giving at least thirty (30) days' prior written notice to Lender, the Borrower shall not: (a) change its name, identity structure, or jurisdiction of organization; (b) change the location of its place of business (or chief executive office if more than one place of business); or (c) add to or change any location at which any of the Collateral is stored, held or located, without first notifying Lender of Borrower's intention to do so and shall execute and deliver to Lender modifications or supplements of this Deed of Trust (and to any financing statement which may be filed in connection herewith) as Lender may require.

5.6 Improper Use of Property or Collateral. Borrower will not use the Property or the Collateral for any purpose or in any manner, or take any action with respect to the Property which violates any applicable law, ordinance, or other governmental requirement, the requirements or conditions of any insurance policy, or any private covenant.

ARTICLE 6.

EVENTS OF DEFAULT

Each of the following events will constitute a default (an "Event of Default") under this Deed of Trust and under each of the other Loan Documents if not cured within any applicable cure period provided hereunder or thereunder:

6.1 Failure to Pay. Default shall be made in the payment of any installment of principal or interest on the Note or any other sum any of the Loan Documents when due (after giving consideration to any grace period which may be applicable under such document).

6.2 Breach of Material Terms. The Borrower shall fail to duly perform or observe any of the covenants, agreements, or terms contained in the Note or in this Deed of Trust and such

failure shall continue for more than 30 days after Lender's delivery of written notice thereof to the Borrower.

6.3 Conveyance. The Borrower shall not sell or convey the Property or any interest therein, except for the transfer by an investor limited partner in Borrower ("Investor") of its partnership interests in Borrower to any other entity which is an affiliate of the Investor or which is controlled directly by the Investor or the removal of the general partner of Borrower by the Investor and the concurrent replacement of the general partner with an affiliate of investor (collectively, "Permitted Transfer") or as otherwise permitted under the Loan Documents.

6.4 Bankruptcy / Insolvency. The Borrower shall be generally unable to pay its debts as they become due, or shall make an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower, and such appointment shall continue undischarged for a period of ninety (90) days; or the Borrower shall institute (by petition, application, answer or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction; or any such proceeding shall be instituted against the Borrower; or the Borrower shall terminate or dissolve.

6.5 Representations. Any representation of the Borrower made herein or made by the Borrower in any submission or document delivered by or on behalf of the Borrower in connection with the Indebtedness shall prove to be materially untrue, or a default or an "Event of Default," however defined, shall occur under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Property.

6.6 Superior Lien Against the Property. Other than with respect to the loans listed as Permitted Exceptions, the assertion of any claim of priority over this Deed of Trust, by title, lien, or otherwise in any legal, administrative, or equitable proceeding, unless such assertion be withdrawn, or effective action satisfactory to Lender commenced (and thereafter diligently prosecuted) and Lender is secured against any loss or damage therefrom, within thirty (30) days of the assertion of such claim.

6.7 Abandonment. The actual or constructive abandonment of all or a substantial portion of the Property or the Collateral (such abandonment constituting an assignment to Lender, at Lender's option, of Borrower's interest in any lease or contract now or hereafter affecting the abandoned property).

6.8 Judgment. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property or a material part of the Collateral, or any judgment involving monetary damages shall be entered against Borrower or Borrower's managing member, which shall become a lien on the Property or any portion thereof or interest

therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated, or stayed within ninety (90) days after its entry or levy.

6.9 Cure by Members of Borrower. Lender agrees that any of the members of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents. Lender further agrees any cure of any Event of Default or default made by any of the members of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower.

ARTICLE 7. LENDER'S REMEDIES

Immediately upon or any time after the occurrence of any Event of Default hereunder, Lender may exercise any remedy available at law or in equity, including but not limited to those listed below and those listed in the other Loan Documents, in such sequence or combination as Lender may determine in Lender's sole discretion:

7.1 Performance of Defaulted Obligations. Lender may make any payment or perform any other obligation under the Loan Documents which Borrower has failed to make or perform, and Borrower hereby irrevocably appoints Lender as the true and lawful attorney-in-fact for Borrower to make any such payment and perform any such obligation in the name of Borrower, which appointment is coupled with Lender's interest in the Property and the Collateral. All payments made and expenses (including attorneys' fees and legal assistant's fees) incurred by Lender in this connection, together with interest thereon at rate set forth in the Note, from the date paid or incurred until repaid, will be part of the Secured Obligations and will be immediately due and payable by Borrower to Lender.

7.2 Specific Performance and Injunctive Relief. Notwithstanding the availability of legal remedies, Lender will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Borrower to cure or refrain from repeating any default.

7.3 Acceleration of Secured Obligations. Upon an Event of Default, Lender may, without notice or demand, declare all of the Secured Obligations immediately due and payable in full.

7.4 Possession of Property. Lender may enter and take possession of the Property without seeking or obtaining the appointment of a receiver, may employ a managing agent for the Property, and may complete any development and construction which may be in progress with respect to all or any part of the Property, either in Lender's name or in the name of Borrower.

7.5 Non-Recourse. The Loan is nonrecourse as provided in the Note.

7.6 Enforcement of Security Interests. Lender may exercise all rights of a secured party under the Code with respect to the Collateral, including but not limited to taking possession of, holding, and selling the Collateral and enforcing or otherwise realizing upon any accounts and general intangibles. Any requirement for reasonable notice of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made, will be satisfied by Lender's giving of such notice to Borrower at least fifteen (15) days prior to the time of any public sale or the time after which any private sale or other intended disposition is to be made. If permitted by statute or court decision, the Collateral may be sold by the Public Trustee as part of the foreclosure sale of the Property.

7.7 Foreclosure Against Property. Subject to Section 7.11 herein, Lender may foreclose this Deed of Trust, insofar as it encumbers the Property, either by judicial action or through a public trustee foreclosure sale through the Public Trustee in the manner provided by statute.

(a) If this Deed of Trust encumbers more than one parcel of real estate, foreclosure may be by separate parcel or lot or en masse, as Lender may elect in its sole discretion. Foreclosure through Public Trustee will be initiated by Lender's filing of its notice of election and demand for sale with Public Trustee. Upon the filing of such notice of election and demand for sale, Public Trustee shall promptly comply with all notice and other requirements of the laws of Colorado then in force with respect to such sales, and shall give four weeks' public notice of the time and place of such sale by advertisement weekly five times in some newspaper of general circulation then published in the County in which the Property is located.

(b) All fees, costs and expenses of any kind incurred by the Public Trustee or Lender in connection with, or preparation for, foreclosure of this Deed of Trust, including, without limitation, the costs of any appraisals, engineering or environmental testing and evaluations of the Property obtained by Lender, all costs of any receivership for the Property advanced by Lender, and all attorneys', legal assistants' and consultants' fees, expert's evidence, stenographer's charges, publication costs, (which may be estimated as to items to be expended after foreclosure sale or entry of the decree) costs of procuring all such title searches, title insurance policies, and similar data with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale the true condition of title to or value of the Property, incurred by Lender, shall constitute a part of the Secured Obligations and may be included as part of the amount owing from Borrower to Lender at any foreclosure sale. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Deed of Trust, including the reasonable fees of any attorney employed by Lender in any litigation or proceeding affecting this Deed of Trust, the Note or the Property, including probate, bankruptcy proceedings, proceedings to obtain a receiver, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the rate set forth in the Note and shall be secured by this Deed of Trust.

(c) The proceeds of any sale under this paragraph shall be applied first to the fees and expenses of the officer conducting the sale, and then to the reduction or discharge of the Secured Obligations; any surplus remaining shall be paid over to Borrower or to such other person or persons as may be lawfully entitled to such surplus.

(d) At the conclusion of any foreclosure sale, the officer conducting the sale shall execute and deliver to the purchaser at the sale a certificate of purchase which shall describe the property sold to such purchaser and shall state that upon the expiration of the applicable periods for redemption, the holder of such certificate will be entitled to a deed to the property described in the certificate. After the expiration of all applicable periods of redemption, unless the property sold has been redeemed by Borrower, the officer who conducted such sale shall, upon request, execute and deliver an appropriate deed to the holder of the certificate of purchase or the last certificate of redemption, as the case may be.

(e) Nothing in this section dealing with foreclosure procedures or specifying particular actions to be taken by Lender or by Public Trustee or any officer conducting the foreclosure sale shall be deemed to contradict or add to the requirements and procedures now or hereafter specified by the laws of the State of Colorado, and any such inconsistency shall be resolved in favor of Colorado law applicable at the time of foreclosure.

7.8 Appointment of Receiver. Lender shall be entitled, as a matter of absolute right and without regard to the value of any security for the Secured Obligations or the solvency of any person liable therefor, to the appointment of a receiver for the Property, the leases between Borrower and tenants of the Project (collectively, "Leases"), and the rents and revenues of the Project (the "Rents and Revenues") upon ex parte application to any court of competent jurisdiction. Borrower waives any right to any hearing or notice of hearing prior to the appointment of a receiver.

7.9 Right to Make Repairs, Improvements. Should any part of the Property come into the possession of Lender or a receiver, whether before or after an Event of Default, Lender or the receiver and receiver's agents shall be empowered subject to the rights of any lender under a superior deed of trust:

(a) To take possession of the Property, Leases, Rents and Revenues and any business conducted by Borrower or any other person thereon and any business assets used in connection therewith and any Property in which Lender has a security interest granted by Borrower and, if the receiver deems it appropriate, to operate the same;

(b) To exclude Borrower and Borrower's agents, servants, and employees from the Property;

(c) With or without taking possession of the Property, to collect the Rents and Revenues, including those past due and unpaid and security deposits;

(d) To rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms as Lender shall, and to pay any leasing or rental commissions associated therewith in its discretion, determine;

(e) To continue the development, marketing and sale of the Property or any portion thereof;

(f) To complete any construction or development which may be in progress;

(g) To do such maintenance and make such repairs and alterations as the receiver deems necessary;

(h) To use all stores of materials, supplies and maintenance equipment on the Property and to replace and replenish such items at the expense of the receivership estate;

(i) To pay the operating expenses of the Property, including costs of management and leasing or marketing thereof (which shall include lease commissions, sale commissions), payments under contracts and agreements for development and construction;

(j) To pay all taxes and assessments against the Property and any property which is collateral for the Secured Obligations, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance;

(k) To borrow from Lender such funds as may be reasonably necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Lender, but not in excess of the interest rate set forth in the Note; and

(l) Generally do anything which Borrower could legally do if Borrower were in possession of the Property.

(m) All expenses incurred by the receiver or the receiver's agent shall constitute part of the Secured Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership (including attorneys' fees incurred by the receiver and by Lender), to expenses of the Property, and to preserve, protect, maintain and operate the Property and any other collateral which is security for the Secured Obligations, and the balance shall be applied toward the Secured Obligations or any deficiency which may result from any foreclosure sale, and then in such other manner as the court may direct. Unless sooner terminated with the express consent of Lender, any such receivership will continue until all amounts remaining due under the Note have been discharged in full, or until Borrower's interest in the Property has passed after foreclosure sale and all applicable periods of redemption have expired, and in either case, the court has discharged the receiver. Borrower covenants to promptly reimburse and pay to Lender or such receiver, at the place where the Note is payable, or at such other place as may be designated in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by Lender or such receiver in connection with its custody, preservation, use or

operation of the Property, together with interest thereon from the date incurred by Lender or such receiver at the interest rate set forth in the Note, and all such expenses, costs, taxes, interest, and other charges shall be part of the Secured Obligations. It is agreed, however, that the risk of accidental loss or damage to the Property is undertaken by Borrower and, except for Lender's or such receiver's willful misconduct or gross negligence, Lender or such receiver shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured, or to complete development.

7.10 Further Assurances. Upon foreclosure of this Deed of Trust, all right, title, and interest of the Borrower in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Borrower. Borrower hereby agrees to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose. But nothing contained herein shall prevent Lender from terminating any subordinated Lease not approved by Lender through such foreclosure.

ARTICLE 8.

ASSIGNMENT OF RENTS AND LEASES

8.1 Assignment of Rents and Leases. To further secure the Secured Obligations, Borrower does hereby sell, assign and transfer unto Lender all rents, issues, profits, revenue, and income now due and which may hereafter become due under or by virtue of any Leases, tenancies or agreements for occupancy "Leases" (collectively "Rents and Revenues"), whether written or verbal, or any letting of, or of any agreement for the sale, use or occupancy of the Property or any part thereof, and all proceeds from, evidence of, and benefits and advantages to be derived therefrom, now or hereafter existing, whether or not with Lender's approval. The Borrower does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the Property) to rent, lease or let any improvements located on the Property, and to collect all of said Rents and Revenues arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, or other agreements, written or verbal, or which may hereafter exist on the Property, on the condition that Lender hereby grants to Borrower a license to collect and retain such Rents and Revenues (but expressly not including the right to collect any rents more than one (1) month in advance or any amount to prepay, terminate, or "buy out" any Leases) prior to the occurrence of any Event of Default under the Loan Documents. Borrower expressly covenants to apply the Rents and Revenues received, after application for operating expenses and other permitted under this Deed of Trust and the Loan Documents, to payment of the Secured Obligations as and when the same become due and in compliance with the Loan Documents. Such license shall be revocable by Lender without notice to Borrower at any time upon or after an Event of Default under the Loan Documents, and immediately upon any such revocation, Lender shall be entitled to receive, and Borrower shall deliver to Lender, any and all Rents and Revenues theretofore collected by Borrower which remain in the possession or control of Borrower and all Leases, and other such

agreements. It is the intention of the Borrower to create and grant, and it is the intention of Lender to create and receive, a present and absolute assignment of all of the Leases, similar agreements, Rents and Revenues now due or which may hereafter become due, but it is agreed that Lender's right to collect the Rents and Revenues is conditioned upon the existence of an Event of Default under the Loan Documents. Failure of Lender at any time or from time to time to enforce its rights under this ARTICLE 8 shall not in any manner prevent its subsequent enforcement, and Lender is not obligated to collect anything hereunder, but is accountable only for sums collected. Nothing contained herein shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to Section 8.6 (Lender's Right of Possession In Case of Default) hereof. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

8.2 Covenants Regarding Leases. Borrower agrees:

(a) Not to execute any Leases (except for leases of space in the improvements on the Property made by Borrower in the ordinary course of Borrower's business) affecting the Property or any part thereof without the prior written consent of Lender;

(b) Not to collect any of the Rents and Revenues for more than one (1) month in advance of the time when the same become due under the terms thereof;

(c) Not to discount any future accruing Rents and Revenues;

(d) Other than to secure Loans listed on Exhibit B as Permitted Exceptions, not to execute any other assignments of said Leases or any interest therein or any of the Rents and Revenues thereunder without the prior written consent of Lender;

(e) That notwithstanding any variation of the terms of this Deed of Trust or any extension of time for payment thereunder or any release of part or parts of the Property, the Leases, Rents and Revenues hereby assigned, insofar as they relate to the unreleased Property, shall continue as additional security in accordance with the terms hereof; and

(f) To perform all of the Borrower's covenants and agreements under the Leases and not to suffer or permit to occur any release of liability of the lessees or purchasers.

8.3 Representations Regarding Leases. Borrower represents and warrants that, except for the Permitted Exceptions, (a) the Leases, if any, are in full force and effect; (b) the Leases and the Rents and Revenues thereunder have not been heretofore sold, assigned, transferred, or set over by Borrower or by any person or persons whatsoever; (c) no material default exists on the part of the lessees thereunder, or the Borrower as lessor; (d) no Rents and Revenues have been paid by any of the lessees for more than one (1) month in advance; (e) the payment of none of the rents have been or, will be waived, released, reduced, discounted or otherwise discharged or

compromised by the Borrower directly or indirectly by assuming any lessee's obligations with respect to other premises; and (f) Borrower has good right to sell, assign, transfer, and set over the same and to grant to and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

8.4 Further Assignments. Borrower shall give Lender at any time upon demand any further or additional forms of assignment of transfer of such Rents and Revenues, leases and security as may be reasonably requested by Lender, and shall deliver to Lender executed copies of all such leases and security.

8.5 Authority of Lender. Any tenants or occupants of any part of the Property are hereby authorized to recognize the claims of Lender hereunder without investigating the reason for any action taken by Lender, or the validity or the amount of indebtedness owing to Lender, or the existence of an Event of Default under any Loan Document, or the application to be made by Lender of any amounts to be paid to Lender. The sole signature of Lender or a receiver shall be sufficient for the exercise of any rights under this ARTICLE 8 and the sole receipt of Lender or a receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property; and Borrower hereby releases each such tenant and occupant which makes payments to Lender under this ARTICLE 8 from any liability under the applicable Lease or occupancy agreement. Checks for all or any part of the rentals collected under this ARTICLE 8 shall be drawn to the exclusive order of Lender or such receiver.

8.6 Lender's Right of Possession in Case of Default. In any case in which under the provision of this Deed of Trust, Lender has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, promptly upon demand of Lender, Borrower shall surrender to Lender and Lender shall be entitled to take actual possession of the Property or any part thereof personally, or by its agents or attorneys, as for condition broken, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Property, together with all documents, books, records, papers and accounts of the Borrower or then owners of the Property relating thereto, and may exclude the Borrower, its agents or servants, wholly therefrom and may, as attorney-in-fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rents, issues, revenues and profits of the Property.

8.7 Severability and Survival. The provisions of this ARTICLE 8 shall survive the foreclosure of the lien of this Deed of Trust and the exercise of the power of sale granted under this Deed of Trust until the expiration of all periods of redemption following any such foreclosure

or sale and thereafter with respect to all Rents and Revenues arising prior to or attributable to the period prior to the expiration of all such redemption periods.

ARTICLE 9.
MISCELLANEOUS PROVISIONS

9.1 Future Advances. This Deed of Trust secures future advances up to a total maximum principal amount of \$[5,400,000] and shall be effective to secure payment of all advances, both obligatory and optional, up to such maximum principal amount to the same extent and with the same effect and priority as if such total maximum principal amount had been fully disbursed on or before the date this Deed of Trust was recorded. Without limiting any other provision of this Deed of Trust, this Deed of Trust shall also secure, to the same extent and with the same effect and priority, all expenses associated with the collection of the indebtedness secured hereby or foreclosure of this Deed of Trust and all additional amounts as set forth in Section 38-39-106, C.R.S., as amended, together with interest thereon as set forth herein, regardless of whether such additional amounts, when added to the principal amount of the indebtedness, exceed the maximum principal amount stated above.

9.2 Time of the Essence. Time is of the essence with respect to all provisions of this Deed of Trust.

9.3 Rights and Remedies Cumulative. Lender's rights and remedies under each of the Loan Documents are cumulative of the rights and remedies available to Lender under each of the other Loan Documents and those otherwise available to Lender at law or in equity. No act of Lender shall be construed as an election to proceed under any particular provision of any Loan Document to the exclusion of any other provision in the same or any other Loan Document, or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Lender.

9.4 No Implied Waivers. Lender shall not be deemed to have waived any provision of this Deed of Trust unless such waiver is in writing and is signed by Lender. Without limiting the generality of the preceding sentence, neither Lender's acceptance of any payment with knowledge of a default by Borrower, nor any failure by Lender to exercise any remedy following a default by Borrower shall be deemed a waiver of such default, and no waiver by Lender of any particular default on the part of Borrower shall be deemed a waiver of any other default or of any similar default in the future.

9.5 No Third Party Rights. No person shall be a third party beneficiary of any provision of this Deed of Trust. All provisions of this Deed of Trust favoring Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will or will not waive or consent to modification of any such provision in Lender's sole discretion.

9.6 Preservation of Liability and Priority. Without affecting the liability of Borrower or of any other person (except a person expressly released in writing) for payment and performance of all of the Secured Obligations, and without affecting the rights of Lender with respect to any security not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interests of any person acquired or first evidenced by recording subsequent to the recording hereof, Lender may, either before or after the maturity of the Note, and without notice or consent: (a) release any person liable for payment or performance of all or any part of the Secured Obligations; (b) make any agreement altering the terms of payment or performance of all or any of the Secured Obligations; (c) exercise or refrain from exercising, or waive, any right or remedy which Lender may have under any of the Loan Documents; (d) accept additional security of any kind for any of the Secured Obligations; or (e) release or otherwise deal with any real or personal property securing the Secured Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property or the Collateral shall be deemed, by acquiring such interest or recording any evidence thereof, to have agreed and consented to any or all such actions by Lender.

9.7 Subrogation of Lender. Lender shall be subrogated to the lien of any previous encumbrance discharged with funds advanced by Lender under the Loan Documents, regardless of whether such previous encumbrance has been released of record.

9.8 Notices. Any notice required or permitted to be given by Borrower or Lender under this Deed of Trust shall be in writing and will be deemed given (a) upon personal delivery or upon confirmed transmission by telecopier or similar facsimile transmission device, (b) on the first business day after receipted delivery to a courier service which guarantees next-business-day delivery, or (c) on the third business day after mailing, by registered or certified United States mail, postage prepaid, in any case to the appropriate party at its address set forth below:

If to the Borrower:

c/o The NHP Foundation
1090 Vermont Avenue, NW, Suite 400
Washington, DC 20005
Attention: Neal Drobenare

With a copy to:

Ben Doyle, Esq.
New Communities Law PLLC
1624 Market Street, Suite 400
Denver, CO 80202

If to the Lender:

Town of Frisco
P.O. Box 4100 (Mailing)
1 East Main Street (Physical)
Frisco, Colorado 80443
Attention: Community Development Director

With a copy to:

Thad W. Renaud, Esq.
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Any person may change such person's address for notices or copies of notices by giving notice to the other party in accordance with this section.

9.9 Defeasance. Upon payment and performance in full of all the Secured Obligations and all costs of releasing this Deed of Trust, Lender will execute and deliver to Borrower such documents as may be required to release this Deed of Trust of record.

9.10 Illegality. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Deed of Trust, the legality, validity, and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. If the rights and liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Secured Obligations, then the unsecured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on the Secured Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Secured Obligations.

9.11 Obligations Binding Upon Borrower's Successors. This Deed of Trust is binding upon Borrower and Borrower's successors and assigns, including all grantees and remote grantees of any interest of Borrower in the Property, and shall inure to the benefit of Lender, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land. The duties, covenants, conditions, obligations, and warranties of Borrower in this Deed of Trust shall be joint and several obligations of Borrower and Borrower's successors and assigns.

9.12 Governing Law. The laws of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Deed of Trust, without regard to principles of conflicts of laws.

9.13 Survival. This Deed of Trust shall survive foreclosure of the liens created hereby, to the extent necessary to fulfill its purposes.

9.14 Captions. The captions and headings of various paragraphs of this Deed of Trust are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

9.15 Tax Credit Requirements. Notwithstanding any provision in this Deed of Trust or other documents evidencing the Loan, the Lender acknowledges that the Loan and this Deed of Trust is subordinate to the requirements of Section 42(h)(6)(E) of the Internal Revenue Code pertaining to limitations on eviction of tenants and increases in rent for the three-year period following foreclosure.

9.16 Organizational Number. The Employer Identification Number of Borrower is 20251870254.

[Remainder of this page intentionally left blank.]

The terms, conditions, and obligations of this Deed of Trust are hereby recognized, acknowledged, and accepted by the Lender.

LENDER:

TOWN OF FRISCO,
a Colorado home rule municipal corporation

(S E A L)

Attest:

Stacey Campbell, Town Clerk

By: _____
Name: Frederick J. Ihnken
Its: Mayor

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of July, 2026 by Frederick J. Ihnken, the Mayor of the Town of Frisco, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(S E A L)

EXHIBIT A
PROPERTY

HOUSING UNIT, 101 WEST MAIN SMALL PLANNED COMMUNITY, ACCORDING TO THE PLANNED COMMUNITY DECLARATION RECORDED _____, 2026 IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, AT RECEPTION NO. _____, AND THE PLANNED COMMUNITY MAP FOR 101 WEST MAIN SMALL PLANNED COMMUNITY RECORDED _____, 2026 IN SUCH OFFICE AT RECEPTION NO. _____, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AS PERMITTED UNDER SUCH DECLARATION.

EXHIBIT B
PERMITTED EXCEPTIONS

All matters listed of record on title.

PROMISSORY NOTE

\$1,055,887.00

July ____, 2026

FOR VALUE RECEIVED, **WEST MAIN APARTMENTS LLLP**, a Colorado limited liability limited partnership, located at c/o The NHP Foundation, 1401 H Street NW, Suite 1000, Washington, DC 20005 (the "Borrower"), promises to pay to the order of the **FRISCO COMMUNITY DEVELOPMENT HOUSING AUTHORITY**, a body corporate and politic, located at 1 East Main Street, Frisco, Colorado 80443 with a mailing address of P.O. Box 4100, Frisco, Colorado 80443 (the "Lender"), the principal sum of One Million Fifty Five Thousand Eight Hundred Eighty Seven and 00/100 Dollars (\$1,055,887.00) (the "Loan"), together with simple interest thereon of one percent (1%) annually from the date hereof until paid as follows.

The Loan shall mature on the later of (i) the maturity of senior LIHTC permanent mortgage committed at the LIHTC construction loan closing (the "LIHTC Closing"); or (ii) the date that is thirty (30) years from the date of the LIHTC Closing; provided, however, in the instance the LIHTC Closing does not occur by December 31, 2028, then the Loan shall mature (the "Maturity Date"). The entire balance of the loan together with accrued but unpaid interest shall be due and payable on the Maturity Date.

The Borrower shall have the right of prepayment either in full or in partial payments, which right shall be without penalty.

Upon non-payment of any interest or principal as and when due under this Promissory Note, or upon default in the performance of or compliance with any of the other covenants or conditions of this Promissory Note, or subject to any applicable notice and opportunity to cure contained in that certain Leasehold Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases of even date herewith securing the Note against the Property (the "Deed of Trust", and together with this Note, the "Loan Documents"), Lender may, at its option, declare the entire principal balance hereunder then unpaid, together with all accrued and unpaid interest thereon, together with any other amounts hereunder or under the Loan Documents to be immediately due and payable and pursue all other remedies set forth in the Loan Documents or at law.

This Note is nonrecourse to Borrower and its partners, and Lender shall look solely to the Property for repayment of the Loan. Notwithstanding the preceding sentence, the Borrower and the Sponsor shall have full recourse and personal liability for, and be subject to, judgments and deficiency decrees arising from and to the extent of any loss or damage suffered or incurred by the Lender as a result of the occurrence of any of the following events: (i) the Borrower fails to pay upon demand after an Event of Default all rents and the amount of all security deposits collected by Borrower from tenants then in residence; (ii) the Borrower fails to apply all insurance proceeds or casualty or condemnation proceeds as required by the Loan Documents; (iii) the Borrower engages in any willful act of material waste relating to the Property; (iv) the occurrence of any of

the following transfers: (A) any person creates a mechanic's lien or other involuntary lien or encumbrance against the Property and Borrower has not complied with the provisions of the Loan Documents with respect to removal or loaning over for such lien or encumbrance; or (B) a transfer of an interest in the Property other than a Permitted Transfer; (v) any act of fraud or willful misconduct or any criminal act of the Borrower or the Sponsor; (vi) the Borrower's misappropriation of funds; or (vii) the Borrower or the Sponsor voluntarily files for bankruptcy protection under the federal bankruptcy code or is the subject to any reorganization, receivership, insolvency proceeding, or other similar proceeding pursuant to any other federal or state law affecting debtor and creditor rights including an involuntary bankruptcy or other involuntary insolvency proceeding is commenced against the Borrower or the Sponsor.

It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Colorado. The provisions of this Note shall be binding upon the undersigned, its heirs, executors, administrators and assigns. All of the terms, covenants, conditions, provisions, and agreements of the Loan Documents are made a part of this Note to the same extent, and with the same force and effect, as if they were set forth fully in this Note.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed by its authorized representative, all on the date and year first above written.

BORROWER:

WEST MAIN APARTMENTS LLLP,
a Colorado limited liability limited partnership

By: NHPF West Main GP, LLC, a Colorado
limited liability company, its General Partner

By: The NHP Foundation,
a District of Columbia nonprofit corporation,
its Manager

By: _____
Name: John M. Welsh
Its: Senior Vice President

The terms, conditions, and obligations of this Note are hereby recognized, acknowledged, and accepted by the Lender.

LENDER:

TOWN OF FRISCO,
a Colorado home rule municipal corporation

(S E A L)

Attest:

Stacey Campbell, Town Clerk

By: _____
Name: Frederick J. Ihnken
Its: Mayor