

BY AUTHORITY

ORDINANCE NO. **4268**

COUNCILLOR'S BILL NO. **34**

SERIES OF 2024

INTRODUCED BY COUNCILLORS

DeMott, Ezeadi

A BILL
FOR AN ORDINANCE AMENDING THE ASPIRE PROJECT FINANCE AND DEVELOPMENT
AGREEMENTS

Whereas, the growth of a vibrant, mixed-use development in Downtown Westminster creates jobs, housing, business opportunities, entertainment uses and activities and serves an important public purpose for the entire City of Westminster (“City”); and

Whereas, Aspire Westminster Apartments LLC , and Aspire Westminster Borrower LLC, affiliates of Sherman Associates, Inc. developed a five-story, 226-unit mixed-use building (“Aspire”) with 34,000 square feet of retail in the center of Downtown Westminster located at 5850 W. Central Avenue; and

Whereas, Aspire serves as the center of activity in Downtown Westminster, fronting onto the Central Square, Westminster Boulevard, and Center Park, which is currently under construction; and

Whereas, the total project cost was \$84,787,000, financed through a combination of developer equity and deferred fees, primary and secondary construction loans, and City and Westminster Economic Development Authority (“WEDA” or “Authority”) considerations; and

Whereas, as part of the original Development and Finance Agreement package, the Authority agreed to loan Aspire Westminster Borrower LLC, an affiliate of Sherman Associates, \$2,000,000 for a 10-year term at 5.0% (Authority Loan). After the construction loan to Bank of the Ozarks was paid in full, the Authority Loan was secured by a Deed of Trust encumbering the Aspire project which lowered the interest rate to 3.5%. The collateral for the Authority Loan is guaranteed by George Sherman and Sherman Associates; and

Whereas, Sherman Associates current loan with Massachusetts Mutual Life Insurance Company has reached maturity with no further extension options requiring Sherman Associates to seek a new lending partner. The preferred new lending partner, Greystar, will not agree to finance a loan with a Subordinate Deed of Trust in the current lending environment. Sherman Associates is asking that WEDA agree to remove the Deed of Trust in favor of entering into an updated Promissory Note and receiving certain guarantees, a Negative Pledge Agreement and a Surplus Cash Pledge Agreement; and

WHEREAS, in order to continue the project’s success, secure the interests of WEDA and the City, and facilitate the current refinancing of the Project, specific guarantees and several agreements are proposed, including: the proposed First Amendment to the B-3 Project Finance Agreement (Exhibit A); First Amendment to the Second Amended & Restated B-3 Development Agreement (Exhibit B); Surplus Cash Pledge Agreement (Exhibit C); Negative Pledge Agreement (Exhibit D); updated Promissory Note (Exhibit E) in consideration of a Full Release of Deed of Trust (Exhibit F) among the City, WEDA, Aspire Westminster Apartments LLC, and Aspire Westminster Borrower LLC, affiliates of Sherman Associates, Inc., in substantially the same form as Exhibit “A, B, C, D, E and F” all incorporated by this reference.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. An updated Promissory Note from Aspire Westminster Borrower, LLC, as detailed below, and specific guarantees are offered to secure the interests of WEDA and the City. Among these guarantees are Pledge Guarantees and B-3 Authority Note Guarantees from both Sherman Associates, Inc. and George E. Sherman, individually. In addition to the updated Promissory Note and these guarantees,

Aspire Westminster Holdings LLC shall execute a Surplus Cash Pledge Agreement and a Negative Pledge Agreement.

Section 2. The attached First Amendment to the B-3 Project Finance Agreement further obligates Aspire to make annual payments of \$150,000 towards the interest and principal of the Authority Loan beginning December 31, 2025.

Section 3. In addition, Aspire shall pay to WEDA \$500,000 to be placed in a Tenant Improvement Escrow that will reimburse construction costs relating to the Food Hall or other commercial space in Aspire. Any unspent funds remaining in the Tenant Improvement Escrow as of December 31, 2028, shall be disbursed to WEDA.

Section 4. The Amendment resets the principal balance of the Authority Loan to \$2,536,066.097 which includes the original principal amount of \$2,000,000 plus accrued interest to date. The annual interest rate is set at 2.50%.

Section 5. If all of the above-referenced agreements are provided, the City Manager is authorized to execute and the City Clerk to attest to the First Amendment to the B-3 Project Finance Agreement and the First Amendment to the Second Amended & Restated B-3 Development Agreement.

Section 6. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of October, 2024.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of October, 2024.

ATTEST:



City Clerk

Nancy McNally

Mayor

APPROVED AS TO LEGAL FORM:

David Frankel

City Attorney's Office

**1st AMENDMENT TO
B-3 PROJECT FINANCE AGREEMENT**

This 1st Amendment to the B-3 Project Finance Agreement (this “**Amendment**”), dated as of _____, 2024, is made between City of Westminster, a home rule municipality under the laws of the State of Colorado (the “**City**”), Westminster Economic Development Authority, a Colorado urban renewal authority organized under the laws of the State of Colorado (the “**Authority**”), Aspire Westminster Apartments LLC, a Delaware limited liability company (“**Aspire**”), and Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Authority Loan Borrower**”). The City, the Authority, Aspire, and Authority Loan Borrower are sometimes hereinafter collectively referred to as the “**Parties**”.

RECITALS

This Amendment is made with respect to the following facts:

A. The Parties entered into that certain 2nd Amended and Restated B-3 Development Agreement (the “**Development Agreement**”), dated as of February 25, 2019, for the development of certain real property located at 5850 Central Avenue, Westminster, Colorado and legally described as Lot 2, Block B-3, Second Replat of Downtown Westminster, City of Westminster, County of Jefferson, State of Colorado (the “**B-3 Project**”).

B. The City, the Authority, Aspire, Authority Loan Borrower, and Bank OZK entered into that certain B-3 Project Finance Agreement (the “**Finance Agreement**”), dated as of February 28, 2019, regarding Aspire’s equity and debt financing; the collection, amount and timing of the City’s and the Authority’s distribution of funds to support the B-3 Project; the accommodation of Bank OZK’s rights; and other financial matters related to the implementation of the Development Agreement.

C. Aspire paid the OZK Loan, as defined in the Finance Agreement, in full and caused the satisfaction and release of all liens and encumbrances related to the OZK Loan on February 3, 2022, and, as a result, all terms and obligations related to Bank OZK as a party under the Finance Agreement have been satisfied, released, or are no longer applicable. Accordingly, the City, the Authority, Aspire, and Authority Loan Borrower agreed that Bank OZK’s inclusion as a party to the Finance Agreement is no longer applicable and therefore agreed to omit Bank OZK as a party to this Amendment.

D. Aspire desires to refinance the financing that currently exists on the B-3 Project Property, as defined in the Development Agreement. At the request of the incoming lender to that refinance, Aspire requests that the Authority release the Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents (B-3 Aspire Loan) dated as of February 3, 2022 and recorded in the office of the Jefferson County Recorder, Colorado on April 11, 2022 as Reception No. 2022034530 (the “**Subordinate DOT**”) on the B-3 Project Property.

E. The Authority agrees to release the Subordinate DOT upon certain conditions to be reflected in amendments to the Development Agreement and the Finance Agreement.

F. The Parties now desire to amend the Finance Agreement pursuant to the terms in this Amendment.

AGREEMENT

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

1. Authority Loan. Subsections (a) – (d) of Section 3.6 of the Finance Agreement are hereby deleted in their entirety and replaced with the following:

“(a) At such time as the closing of the loan to Aspire from GLOF I REIT, LLC related to the financing of the B-3 Project Property, the Parties agree that Authority Loan Borrower shall execute a new promissory note in favor of the Authority to evidence the Authority Loan, with the following terms: (1) principal sum of \$2,536,066.97, plus accrued interest; (2) interest rate of 2.5%; and (3) maturity date of February 28, 2029. Concurrent with the new promissory note, Aspire shall cause George E. Sherman to issue a guaranty in favor of the Authority in substantially the same form as the document attached as Exhibit H and Sherman Associates, Inc. to issue a guaranty in substantially the same form as the document attached as Exhibit I as collateral for the Authority Loan.

(b) Following the closing of the loan to Aspire from GLOF I REIT, LLC related to the financing of the B-3 Project Property, Authority Loan Borrower shall make annual payments of \$150,000 toward the balance of the Authority Loan with such payments being due no later than December 31st of each year until the maturity date of the Authority Loan. Authority Loan Borrower’s first payment under this subsection shall be due to the Authority on December 31, 2025.

(c) At such time as the closing of the loan to Aspire from GLOF I REIT, LLC related to the financing of the B-3 Project Property, Aspire shall cause Aspire Westminster Holdings LLC, its sole member, to execute a Surplus Cash Pledge Agreement in favor of the Authority in substantially the same form as the document attached as Exhibit K and a Negative Pledge Agreement in favor of the Authority in substantially the same form as the document attached as Exhibit L. Concurrent with the Surplus Cash Pledge Agreement and the Negative Pledge Agreement, Aspire shall cause George E. Sherman to issue a guaranty in favor of the Authority in substantially the same form as the document attached as Exhibit H and Sherman Associates, Inc. to issue a guaranty in substantially the same form as the document attached as Exhibit I as collateral for the Surplus Cash Pledge Agreement and the Negative Pledge Agreement.

(d) At such time as the closing of the loan to Aspire from GLOF I REIT, LLC related to the financing of the B-3 Project Property, the Authority shall record a full release of the Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents (B-3 Aspire Loan) dated as of February 3, 2022

and recorded in the office of the Jefferson County Recorder, Colorado on April 11, 2022 as Reception No. 2022034530 (the “**Subordinate DOT**”) in the office of the Jefferson County Recorder and take all other action necessary to release the Subordinate DOT from the B-3 Project Property.”

2. Development Assistance. Section 3 of the Finance Agreement is hereby amended to add the following sections:

“Section 3.7 Tenant Improvement Escrow. At such time as the closing of the loan to Aspire from GLOF I REIT, LLC related to the financing of the B-3 Project Property, Aspire shall pay a total of \$500,000 (the “**TI Escrow**”) to the Authority to be held by the Authority in a separate account established and maintained solely for the uses set forth in this section and not co-mingled with any other funds. The TI Escrow shall be subject to the following terms:

(a) Food Hall. The Authority shall disburse funds from the TI Escrow jointly in the name of Sherman Associates, Inc., as landlord (“**Food Hall Landlord**”), and THEGARDENFOODHALL LLC, a Colorado limited liability company, as tenant (“**Food Hall Tenant**”), upon (1) receipt of a written notification from Aspire that an installment payment for Tenant Allowance, as defined in the Sublease of Commercial / Retail Space dated as of August 16, 2023 by and between Food Hall Landlord and Food Hall Tenant, and as amended by that First Amendment to Sublease of Commercial / Retail Space dated as of December 20, 2023 (collectively, the “**Food Hall Lease**”), is owed to Food Hall Tenant in accordance with Section 5.3 of the Food Hall Lease, along with any supporting evidence required for such payment installment under the Food Hall Lease, and (2) the Authority’s review and approval of Aspire’s request for disbursement from the TI Escrow, which shall not be unreasonably withheld. The Parties agree that the purpose of the TI Escrow is to support the payment installments for the Tenant Allowance as set forth in the Food Hall Lease and for no other purpose until the earlier to occur of: (i) May 31, 2025 or (ii) the termination of the Food Hall Lease (the “**Food Hall Deadline**”).

(b) Other Commercial/Retail Spaces. If the Authority has not fully disbursed funds from the TI Escrow as of the Food Hall Deadline, then any remaining funds in the TI Escrow shall become available to Aspire and Food Hall Landlord, as landlord to other commercial and retail subleases at the B-3 Project, to draw upon for payment of any other hard construction costs related to tenant improvements of commercial and retail space at the B-3 Project. The Authority shall disburse funds from the TI Escrow in the name of Food Hall Landlord and the applicable tenant under this subsection (b) upon (1) Aspire’s delivery of the applicable commercial and retail sublease to the City and the Authority, (2) the Authority’s receipt of a written notification from Aspire that payment for tenant allowance is due under the applicable

commercial and retail sublease, along with any supporting evidence required for such tenant allowance payment, and (3) the Authority's review and approval of Aspire's request for disbursement from the TI Escrow, which shall not be unreasonably withheld.

- (c) TI Escrow Expiration. If the Authority has not fully disbursed funds from the TI Escrow by December 31, 2028 (the "**TI Escrow Expiration Date**"), then any funds remaining in the TI Escrow shall become the property of the Authority and neither Aspire nor Food Hall Landlord shall have any further claim to the TI Escrow. Notwithstanding the foregoing, if Aspire fails to draw upon the TI Escrow in full by the TI Escrow Expiration Date due to delays in the completion of tenant improvements of commercial and retail space at the B-3 Project and such delays are caused by the City or the Authority (each delay being an "**Authority Delay**") related to any governmental approvals or actions that are required for the tenant improvements, including, but not limited to, approvals of building plans, permits, inspections, and the release of funds from the TI Escrow as set forth in subsections (a) and (b) of this section, then the TI Escrow Expiration Date shall be extended by one day for each day that tenant improvements are delayed by an Authority Delay.

Section 3.8 Authority Loan Payoff upon Sale. Notwithstanding anything to the contrary in the Development Agreement or the Finance Agreement, Aspire shall pay the entire balance of principal, interest, and other sums due under Authority Loan, without penalty, to the Authority in full satisfaction of the Authority Loan if Aspire sells the B-3 Project Property and the improvements thereon at any time prior to the maturity date of the Authority Loan."

3. Exhibits. The attached Exhibit K and Exhibit L to this Amendment are incorporated into the Finance Agreement.
4. Effect. All other terms and conditions of the Finance Agreement shall remain in effect.

[Signature page to follow]

**SIGNATURE PAGE TO
1st AMENDMENT TO
B-3 PROJECT FINANCE AGREEMENT**

IN WITNESS WHEREOF, the Authority and the City each have caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Aspire and Authority Loan Borrower have caused these presents to be executed by their duly authorized officers, as of the date first above written.

CITY:

CITY OF WESTMINSTER, COLORADO

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

Approved as to legal form and content

By: _____
_____, City Attorney

**SIGNATURE PAGE TO
1st AMENDMENT TO
B-3 PROJECT FINANCE AGREEMENT**

AUTHORITY:

WESTMINSTER ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
_____, Executive Director

ATTEST:

By: _____
_____, Authority Secretary

Approved as to legal form and content

By: _____
_____, Authority Attorney

**SIGNATURE PAGE TO
1st AMENDMENT TO
B-3 PROJECT FINANCE AGREEMENT**

ASPIRE:

ASPIRE WESTMINSTER APARTMENTS LLC,
a Delaware limited liability company

By: 
Name: George E. Sherman
Title: Chief Executive Officer

AUTHORITY LOAN BORROWER:

ASPIRE WESTMINSTER BORROWER LLC,
a Minnesota limited liability company

By: 
Name: George E. Sherman
Title: Chief Executive Officer

EXHIBIT K: SURPLUS CASH PLEDGE AGREEMENT

SURPLUS CASH PLEDGE AGREEMENT

THIS SURPLUS CASH PLEDGE AGREEMENT (this “**Agreement**”) is made as of _____, 2024, by Aspire Westminster Holdings LLC, a Delaware limited liability company (“**Pledgor**”), to Westminster Economic Development Authority, a Colorado urban renewal authority (“**Lender**”).

RECITALS

A. Pledgor is the sole member of Aspire Westminster Apartments LLC, a Delaware limited liability company (the “**Property Owner**”).

B. The Property Owner is the owner of a mixed-use building located in Westminster, Colorado commonly known as Aspire (the “**Property**”).

C. Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Borrower**”), is a member of Aspire Westminster Manager LLC, a Minnesota limited liability company, the sole member of Pledgor.

D. Borrower is indebted to Lender pursuant to a Promissory Note in favor of Lender dated of even date herewith in the original principal amount of 2,536,066.97 (the “**Note**”).

E. Pledgor will derive direct and indirect financial benefits from Lender issuing the Note to Borrower.

F. As a condition of causing the issuance of the Note, Lender has required Pledgor to execute and deliver this Agreement.

G. The Property is financed in part by a loan (the “**Mortgage Loan**”) from GLOF I REIT, LLC, a Delaware limited liability company (“**Mortgage Lender**”) to Property Owner pursuant to a Promissory Note dated as of _____, 2024, and the documents securing the Mortgage Loan (the “**Mortgage Loan Documents**”).

NOW, THEREFORE, in order to induce Lender to issue the Note to Borrower and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor agrees as follows:

1. **Pledge.** Pledgor pledges to Lender and grants to Lender a first-priority security interest in all of Pledgor’s now owned or hereafter acquired right, title and interest in and to the following (the “**Pledged Collateral**”):

(a) all distributions of income and assets, if and when received by or payable to Pledgor as a result of Pledgor’s membership interests in the Property Owner (“**Surplus Cash**”);

(b) all net proceeds, if and when received by Pledgor as a result of Pledgor’s membership interests in the Property Owner, from any refinancing or any disposition of all or any portion of the Property after the satisfaction of all then-due and owing obligations that are secured by the Property and all loans due and owing to Pledgor as the sole member of the Property Owner;

(c) all other property hereafter delivered by Pledgor to Lender in substitution for or in addition to any of the foregoing, all certificates, certificates of deposit, notes, instruments and documents representing or evidencing such property, and all cash, securities, interest, distributions, rights, insurance payments and proceeds received by Pledgor from the Property Owner, and other property at any time and from time to time received, receivable or otherwise distributed with respect to or in exchange for any or all thereof.

For the avoidance of doubt, the Pledged Collateral shall not include any voting or governance rights in Pledgor or the Property Owner.

2. **Security for Obligations.** This Agreement secures the due, prompt and complete payment and performance by Borrower of each and every obligation of Borrower pursuant to the Note and all other loan documents (the “**Obligations**”). For the purposes of this Agreement, the term “**Event of Default**” is defined to mean any failure, default, breach, nonpayment or nonperformance, beyond the expiration of any applicable cure period, by Borrower or Pledgor of any of the terms of the Note or this Agreement.

3. **Representations and Warranties.** Pledgor represents and warrants as follows:

(a) Pledgor is and will be at all times the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest, option or other charge or encumbrance, except for security interests created in favor of Lender.

(b) The pledge pursuant to this Agreement of any Pledged Collateral creates or will create a valid first priority security interest in the Pledged Collateral, securing the payment of the Obligations.

(c) Pledgor has the right to exercise and deliver this Agreement. The execution of this Agreement and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Pledgor’s organizational documents.

(d) Pledgor covenants and agrees not to do any act that would destroy or impair the security interest in the Pledged Collateral granted to Lender under this Agreement.

(e) To the best of Pledgor’s knowledge, other than the filing of financing statements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Pledgor, or (ii) for the exercise by Lender of the rights provided for in this Agreement or the remedies with respect to the Pledged Collateral pursuant to this Agreement (except as may be required in connection with such disposition by laws affecting the foreclosure of security interests generally).

4. **Further Assurances.** Pledgor will promptly execute and deliver all further instruments, certificates and documents and take all further action that may be reasonably necessary or desirable or that Lender may reasonably request in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder and with respect to any Pledged Collateral.

5. **Pledgor's Rights, Distributions, Etc.**

(a) As long as no Event of Default has occurred and is continuing:

(i) Except as provided elsewhere in this Section 5(a), Pledgor shall be entitled to exercise any rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement; provided, however, that Pledgor shall refrain from exercising any such right if such action would have a material adverse effect on the value of the Pledged Collateral or any part thereof; and provided further that Pledgor shall give Lender at least five days' prior written notice of the manner in which Pledgor intends to exercise, or the reasons for refraining from exercising, any such right that is not in the ordinary course of the business of Pledgor.

(ii) Until the Note is paid in full, Pledgor shall not be entitled to receive any distributions of Surplus Cash from the Property Owner. The Surplus Cash must be held in the operating account of the Property Owner until the Maturity Date (as defined in the Note), at which time it may be used to repay the Note or, if the Note has been repaid, for any other lawful purpose.

(iii) Until the Note is paid in full, Pledgor shall neither cause nor permit the Property Owner to pay the development fee owed to Sherman Associates Development LLC under that certain Development Services Agreement dated as of February 1, 2019 between Property Owner and Sherman Associates Development LLC related to the development and construction of the Property.

(iv) Until the Note is paid in full, Pledgor shall neither cause nor permit the Property Owner to enter into any loan agreements with any members or affiliates of the Property Owner or any intercompany loans.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of Pledgor to receive the Surplus Cash under the Mortgage Loan Documents or the operating agreement of the Property Owner shall become vested in Lender, which shall have the sole right to receive and hold as Pledged Collateral the Surplus Cash and any other distributions, proceeds and other payments to which Pledgor would be otherwise entitled hereunder.

(ii) All Surplus Cash and any other distributions, proceeds and other payments received by Pledgor contrary to the provisions of paragraph (i) of this Section 5(b) shall be received in trust for the benefit of Lender, shall be segregated from other funds of Pledgor and shall be forthwith paid over to Lender as Pledged Collateral in the same form as so received (with any necessary endorsement).

6. **Lender Appointed Attorney-in-Fact.** Upon the occurrence and during the continuance of an Event of Default, Pledgor irrevocably appoints Lender as Pledgor's attorney in fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to demand, receive, endorse, hold and collect all instruments made payable to Pledgor and collect Surplus Cash and any other distributions, proceeds or other payments with respect to the Pledged Collateral or any part thereof and to give full discharge for the same.

7. **Lender May Perform.** If Pledgor fails to perform any agreement contained herein, Lender may perform, or cause performance of, such agreement, and the reasonable expenses of Lender incurred in connection therewith shall be payable by Pledgor in accordance with Section 10.

8. **Remedies.** If any Event of Default shall have occurred and be continuing:

(a) Lender may exercise with respect to the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Minnesota at that time, and Lender may also, without notice except as specified below, execute upon and apply the Pledged Collateral directly toward the payment of the Obligations, and sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Pledgor of the time and place of any public sale and one publication in a local newspaper, or at least ten days' notice of the time after which any private sale is to be made, shall constitute reasonable notification. Lender shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Lender with respect to any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the discretion of Lender, be held by Lender as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section 10) in whole or in part by Lender against, all or any part of the Obligations in such order as Lender shall elect. Any surplus of cash proceeds held by Lender and remaining after payment in full of all the Obligations shall be paid over to Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

9. **Indemnification.** Neither Lender nor any of its directors, officers, agents or employees (together, the "**Indemnified Parties**") shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection therewith, except for its or their own gross negligence or willful misconduct. Pledgor will indemnify and hold harmless the Indemnified Parties from and against any and all liability incurred by any of the Indemnified Parties hereunder or in connection herewith unless such liability shall be due to the gross negligence or willful misconduct on the part of any of the Indemnified Parties.

10. **Expenses.** Pledgor will upon demand pay to Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Lender incurs in connection with (a) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (b) the exercise or enforcement of any of the rights of Lender hereunder, or (c) the failure by Pledgor to perform or observe any of the provisions hereof.

11. **Security Interest Absolute.** All rights of Lender and security interests hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of (i) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or (ii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Pledgor or any other pledgor or any guarantor or co-maker with respect to the Obligations or Pledgor with respect to this Agreement.

12. **Continuing Security Interest.** This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the satisfaction in full of the Obligations, (b) be binding upon Pledgor and its respective successors, transferees and assigns (other than a transferee of the Property in response to the exercise of rights by a holder of debt financing relating to the Property pursuant to a lien or an encumbrance in favor of the holder relating to the Property and all successors and assigns of such transferee), and (c) inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender and its respective successors, transferees and assigns.

13. **Other Terms.**

(a) Lender hereby consents to the Property Management Agreement dated as of October 20, 2020 between Property Owner and Sherman Ventures Management LLC (the “**Management Agreement**”). Pledgor shall neither cause nor permit the Property Owner to terminate, cancel, or modify the Management Agreement, or enter into any other agreement relating to the management or operation of the Property, without providing prior written notice Lender.

(b) Lender hereby consents to the Second Amended and Restated Limited Liability Company Agreement of Aspire Westminster Apartments LLC dated as of _____, 2024 (the “**LLC Agreement**”). Pledgor shall neither cause nor permit the Property Owner to terminate, cancel, or modify the LLC Agreement without providing prior written notice Lender.

(c) Pledgor shall cause the Property Owner to provide a complete copy of the Property Owner’s annual internal financial statements covering the Property to Lender annually within ninety (90) days following the end of each twelve-month period commencing on January 1st and ending on December 31st of such calendar year. The Property Owner’s annual financial statements shall be accompanied by a certificate executed by a duly authorized financial officer of Property Owner (or an authorized representative) stating that such annual financial statement presents fairly the financial condition and the results of operations of Property Owner and the Property in all material respects.

14. **Miscellaneous.**

(a) If any one or more provisions of this Agreement are determined to be illegal or unenforceable, all other provisions nevertheless shall be effective. No provision of this Agreement or right of Lender hereunder can be waived nor can Pledgor be released from Pledgor’s obligations hereunder except by a writing duly executed by Lender. This Agreement may not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever except by the express terms of a writing duly executed by Lender and Pledgor.

(b) When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The word “person” as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

(c) Pledgor’s obligations under this Agreement may not be assigned without the prior written consent of Lender. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Lender and Pledgor.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law, except to the extent that any of such laws may now or hereafter be preempted by federal law, in which case, such federal law shall so govern and be controlling. In any action brought under or arising out of this Agreement, Pledgor consents to the jurisdiction of the district court of Jefferson County, Colorado

and consent to service of process by any means authorized by the laws of such state. Except as provided in any other written agreement now or at any time hereafter in force between Lender and Pledgor, this Agreement shall constitute the entire agreement of Pledgor with Lender with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Lender or Pledgor unless expressed herein.

(e) Notices required hereunder shall be by a reputable overnight carrier or hand delivered, addressed as follows.

If to Lender: Westminster Economic Development Authority
4800 West 92nd Avenue
Westminster, CO 80031

If to Pledgor: Aspire Westminster Holdings LLC
233 Park Avenue, Suite 201
Minneapolis, MN 55415
Attn: Legal Department

or to such other address specified upon ten days advance notice in writing by one party to the other party.

(f) PLEDGOR, BY ITS ACCEPTANCE HEREOF, EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

(g) Pledgor represents and warrants that the execution, delivery and performance by Pledgor of this Agreement does not and will not contravene or conflict with (a) any law, order, rule, regulation, writ, injunction or decree applicable to Pledgor; or (b) any contractual restriction binding on or affecting Pledgor or any of Pledgor's property or assets.

(h) This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may

be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

PLEDGOR:

Aspire Westminster Holdings LLC,
a Delaware limited liability company

By: _____
George E. Sherman
Chief Executive Officer

EXHIBIT L: NEGATIVE PLEDGE AGREEMENT

NEGATIVE PLEDGE AGREEMENT

THIS **NEGATIVE PLEDGE AGREEMENT** (this “**Agreement**”) is entered into effective as of _____, 2024, by Aspire Westminster Holdings LLC, a Delaware limited liability company (“**Pledgor**”), to Westminster Economic Development Authority, a Colorado urban renewal authority (“**Lender**”).

RECITALS

A. Pledgor is the sole member of Aspire Westminster Apartments LLC, a Delaware limited liability company (the “**Property Owner**”).

B. The Property Owner is the owner of a mixed-use building located in Westminster, Colorado commonly known as Aspire (the “**Property**”).

C. Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Borrower**”), is a member of Aspire Westminster Manager LLC, a Minnesota limited liability company, the sole member of Pledgor.

D. Borrower is indebted to Lender pursuant to a Promissory Note in favor of Lender dated of even date herewith in the original principal amount of \$2,536,066.97 (the “**Note**”).

E. Pledgor will derive direct and indirect financial benefits from Lender issuing the Note to Borrower.

F. As a condition of causing the issuance of the Note, Lender has required Pledgor to execute and deliver this Agreement.

G. Pledgor has pledged certain interests in the Property Owner (the “**Ownership Interests**”) to Lender as set forth in the Surplus Cash Pledge Agreement of even date herewith between Pledgor and Lender.

H. Capitalized terms not defined herein shall have the meanings given such terms in the Note.

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **No Pledge of Ownership Interests.** So long as the Note remains unpaid, Pledgor will not grant or permit any unsecured financing beyond financing that exists as of the date hereof, other than member loans made pursuant to the Property Owner’s organizational documents and with the express written consent of Lender, or grant or permit any pledge, lien, security interest, or other encumbrance upon the Ownership Interests.

2. **No Sale of Property without Repayment.** If Pledgor sells, assigns, transfers or otherwise conveys, either voluntarily or involuntarily, any portion of the Property or any interests or estate therein, the Note must be repaid in full.

3. **Remedies.** This Agreement may be enforced by Lender by any remedy at law or equity, and without limitation, Lender may obtain an order of specific performance of this Agreement or such

injunctive relief as Lender deems necessary to prohibit a violation of this Agreement, all without bond or security.

4. **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Minnesota. PLEDGOR AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY PLEDGOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF JEFFERSON COUNTY, COLORADO, OR THE UNITED STATES DISTRICT COURT FOR COLORADO.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Pledgor has executed this Agreement as of the date and year first above written.

PLEDGOR:

Aspire Westminster Holdings LLC,
a Delaware limited liability company

By: _____
George E. Sherman
Chief Executive Officer

**1st AMENDMENT TO
2nd AMENDED AND RESTATED B-3 DEVELOPMENT AGREEMENT**

This 1st Amendment to the 2nd Amended and Restated B-3 Development Agreement (this “**Amendment**”), dated as of _____, 2024, is made between City of Westminster, a home-rule municipality under the laws of the State of Colorado (the “**City**”), Westminster Economic Development Authority, a Colorado urban renewal authority organized under the laws of the State of Colorado (the “**Authority**”), and Aspire Westminster Apartments LLC, a Delaware limited liability company (“**Aspire**”). The City, the Authority, and Aspire are sometimes hereinafter collectively referred to as the “**Parties**”.

RECITALS

This Amendment is made with respect to the following facts:

A. The Parties entered into that certain 2nd Amended and Restated B-3 Development Agreement (the “**Development Agreement**”), dated as of February 25, 2019, for the development of certain real property located at 5850 Central Avenue, Westminster, Colorado and legally described in Exhibit A to this Amendment (the “**B-3 Project**”).

B. Aspire desires to refinance the financing that currently exists on the B-3 Project Property, as defined in the Development Agreement. At the request of the incoming lender to that refinance, Aspire requests that the Authority release the Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents (B-3 Aspire Loan) dated as of February 3, 2022 and recorded in the office of the Jefferson County Recorder, Colorado on April 11, 2022 as Reception No. 2022034530 (the “**Subordinate DOT**”) on the B-3 Project Property.

C. The Authority agrees to release the Subordinate DOT upon certain conditions to be reflected in amendments to the Development Agreement and the B-3 Project Finance Agreement dated as of February 28, 2019 between the City, the Authority, Aspire, Aspire Westminster Borrower LLC, and Bank OZK.

D. The Parties now desire to amend the Development Agreement pursuant to the terms in this Amendment.

AGREEMENT

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

1. Authority Loan. The last two sentences of Section 5.3 of the Development Agreement are hereby deleted in their entirety.
2. Effect. All other terms and conditions of the Finance Agreement shall remain in effect.

**SIGNATURE PAGE TO
1st AMENDMENT TO
2nd AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

ASPIRE:

ASPIRE WESTMINSTER APARTMENTS LLC

By: 
George E. Sherman, Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was subscribed and sworn to before me this 30th day of September, 2024, by George E. Sherman, as Chief Executive Officer of Aspire Westminster Apartments LLC, a Delaware limited liability company, on behalf of the company.

By 
Notary Public



**SIGNATURE PAGE TO
1st AMENDMENT TO
2nd AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

CITY:

CITY OF WESTMINSTER, COLORADO

By: _____
_____, City Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2024, by _____, as _____ for _____.

Witness my hand and official seal.

My commission expires: _____.

By _____
Notary Public

Approved as to legal form and content:

By _____ City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot 2, Block B-3, Second Replat of Downtown Westminster, City of Westminster, County of Jefferson, State of Colorado.

SURPLUS CASH PLEDGE AGREEMENT

THIS SURPLUS CASH PLEDGE AGREEMENT (this “**Agreement**”) is made as of _____, 2024, by Aspire Westminster Holdings LLC, a Delaware limited liability company (“**Pledgor**”), to Westminster Economic Development Authority, a Colorado urban renewal authority (“**Lender**”).

RECITALS

A. Pledgor is the sole member of Aspire Westminster Apartments LLC, a Delaware limited liability company (the “**Property Owner**”).

B. The Property Owner is the owner of a mixed-use building located in Westminster, Colorado commonly known as Aspire (the “**Property**”).

C. Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Borrower**”), is a member of Aspire Westminster Manager LLC, a Minnesota limited liability company, the sole member of Pledgor.

D. Borrower is indebted to Lender pursuant to a Promissory Note in favor of Lender dated of even date herewith in the original principal amount of 2,536,066.97 (the “**Note**”).

E. Pledgor will derive direct and indirect financial benefits from Lender issuing the Note to Borrower.

F. As a condition of causing the issuance of the Note, Lender has required Pledgor to execute and deliver this Agreement.

G. The Property is financed in part by a loan (the “**Mortgage Loan**”) from GLOF I REIT, LLC, a Delaware limited liability company (“**Mortgage Lender**”) to Property Owner pursuant to a Promissory Note dated as of _____, 2024, and the documents securing the Mortgage Loan (the “**Mortgage Loan Documents**”).

NOW, THEREFORE, in order to induce Lender to issue the Note to Borrower and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor agrees as follows:

1. **Pledge.** Pledgor pledges to Lender and grants to Lender a first-priority security interest in all of Pledgor’s now owned or hereafter acquired right, title and interest in and to the following (the “**Pledged Collateral**”):

(a) all distributions of income and assets, if and when received by or payable to Pledgor as a result of Pledgor’s membership interests in the Property Owner (“**Surplus Cash**”);

(b) all net proceeds, if and when received by Pledgor as a result of Pledgor’s membership interests in the Property Owner, from any refinancing or any disposition of all or any portion of the Property after the satisfaction of all then-due and owing obligations

that are secured by the Property and all loans due and owing to Pledgor as the sole member of the Property Owner;

(c) all other property hereafter delivered by Pledgor to Lender in substitution for or in addition to any of the foregoing, all certificates, certificates of deposit, notes, instruments and documents representing or evidencing such property, and all cash, securities, interest, distributions, rights, insurance payments and proceeds received by Pledgor from the Property Owner, and other property at any time and from time to time received, receivable or otherwise distributed with respect to or in exchange for any or all thereof.

For the avoidance of doubt, the Pledged Collateral shall not include any voting or governance rights in Pledgor or the Property Owner.

2. **Security for Obligations.** This Agreement secures the due, prompt and complete payment and performance by Borrower of each and every obligation of Borrower pursuant to the Note and all other loan documents (the “**Obligations**”). For the purposes of this Agreement, the term “**Event of Default**” is defined to mean any failure, default, breach, nonpayment or nonperformance, beyond the expiration of any applicable cure period, by Borrower or Pledgor of any of the terms of the Note or this Agreement.

3. **Representations and Warranties.** Pledgor represents and warrants as follows:

(a) Pledgor is and will be at all times the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest, option or other charge or encumbrance, except for security interests created in favor of Lender.

(b) The pledge pursuant to this Agreement of any Pledged Collateral creates or will create a valid first priority security interest in the Pledged Collateral, securing the payment of the Obligations.

(c) Pledgor has the right to exercise and deliver this Agreement. The execution of this Agreement and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Pledgor’s organizational documents.

(d) Pledgor covenants and agrees not to do any act that would destroy or impair the security interest in the Pledged Collateral granted to Lender under this Agreement.

(e) To the best of Pledgor’s knowledge, other than the filing of financing statements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Pledgor, or (ii) for the exercise by Lender of the rights provided for in this Agreement or the remedies with respect to the Pledged Collateral pursuant to this Agreement (except as may be required in connection with such disposition by laws affecting the foreclosure of security interests generally).

4. **Further Assurances.** Pledgor will promptly execute and deliver all further instruments, certificates and documents and take all further action that may be reasonably necessary or desirable or that Lender may reasonably request in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder and with respect to any Pledged Collateral.

5. **Pledgor's Rights, Distributions, Etc.**

(a) As long as no Event of Default has occurred and is continuing:

(i) Except as provided elsewhere in this Section 5(a), Pledgor shall be entitled to exercise any rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement; provided, however, that Pledgor shall refrain from exercising any such right if such action would have a material adverse effect on the value of the Pledged Collateral or any part thereof; and provided further that Pledgor shall give Lender at least five days' prior written notice of the manner in which Pledgor intends to exercise, or the reasons for refraining from exercising, any such right that is not in the ordinary course of the business of Pledgor.

(ii) Until the Note is paid in full, Pledgor shall not be entitled to receive any distributions of Surplus Cash from the Property Owner. The Surplus Cash must be held in the operating account of the Property Owner until the Maturity Date (as defined in the Note), at which time it may be used to repay the Note or, if the Note has been repaid, for any other lawful purpose.

(iii) Until the Note is paid in full, Pledgor shall neither cause nor permit the Property Owner to pay the development fee owed to Sherman Associates Development LLC under that certain Development Services Agreement dated as of February 1, 2019 between Property Owner and Sherman Associates Development LLC related to the development and construction of the Property.

(iv) Until the Note is paid in full, Pledgor shall neither cause nor permit the Property Owner to enter into any loan agreements with any members or affiliates of the Property Owner or any intercompany loans.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of Pledgor to receive the Surplus Cash under the Mortgage Loan Documents or the operating agreement of the Property Owner shall become vested in Lender, which shall have the sole right to receive and hold as Pledged Collateral the Surplus Cash and any other distributions, proceeds and other payments to which Pledgor would be otherwise entitled hereunder.

(ii) All Surplus Cash and any other distributions, proceeds and other payments received by Pledgor contrary to the provisions of paragraph (i) of this Section 5(b) shall be received in trust for the benefit of Lender, shall be segregated

from other funds of Pledgor and shall be forthwith paid over to Lender as Pledged Collateral in the same form as so received (with any necessary endorsement).

6. **Lender Appointed Attorney-in-Fact.** Upon the occurrence and during the continuance of an Event of Default, Pledgor irrevocably appoints Lender as Pledgor's attorney in fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to demand, receive, endorse, hold and collect all instruments made payable to Pledgor and collect Surplus Cash and any other distributions, proceeds or other payments with respect to the Pledged Collateral or any part thereof and to give full discharge for the same.

7. **Lender May Perform.** If Pledgor fails to perform any agreement contained herein, Lender may perform, or cause performance of, such agreement, and the reasonable expenses of Lender incurred in connection therewith shall be payable by Pledgor in accordance with Section 10.

8. **Remedies.** If any Event of Default shall have occurred and be continuing:

(a) Lender may exercise with respect to the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Colorado at that time, and Lender may also, without notice except as specified below, execute upon and apply the Pledged Collateral directly toward the payment of the Obligations, and sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Pledgor of the time and place of any public sale and one publication in a local newspaper, or at least ten days' notice of the time after which any private sale is to be made, shall constitute reasonable notification. Lender shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Lender with respect to any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the discretion of Lender, be held by Lender as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section 10) in whole or in part by Lender against, all or any part of the Obligations in such order as Lender shall elect. Any surplus of cash proceeds held by Lender and remaining after payment in full of all the Obligations shall be paid over to Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

9. **Indemnification.** Neither Lender nor any of its directors, officers, agents or employees (together, the "**Indemnified Parties**") shall be liable for any action taken or omitted to

be taken by it or them hereunder or in connection therewith, except for its or their own gross negligence or willful misconduct. Pledgor will indemnify and hold harmless the Indemnified Parties from and against any and all liability incurred by any of the Indemnified Parties hereunder or in connection herewith unless such liability shall be due to the gross negligence or willful misconduct on the part of any of the Indemnified Parties.

10. **Expenses.** Pledgor will upon demand pay to Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Lender incurs in connection with (a) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (b) the exercise or enforcement of any of the rights of Lender hereunder, or (c) the failure by Pledgor to perform or observe any of the provisions hereof.

11. **Security Interest Absolute.** All rights of Lender and security interests hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of (i) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or (ii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Pledgor or any other pledgor or any guarantor or co-maker with respect to the Obligations or Pledgor with respect to this Agreement.

12. **Continuing Security Interest.** This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the satisfaction in full of the Obligations, (b) be binding upon Pledgor and its respective successors, transferees and assigns (other than a transferee of the Property in response to the exercise of rights by a holder of debt financing relating to the Property pursuant to a lien or an encumbrance in favor of the holder relating to the Property and all successors and assigns of such transferee), and (c) inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender and its respective successors, transferees and assigns.

13. **Other Terms.**

(a) Lender hereby consents to the Property Management Agreement dated as of October 20, 2020 between Property Owner and Sherman Ventures Management LLC (the “**Management Agreement**”). Pledgor shall neither cause nor permit the Property Owner to terminate, cancel, or modify the Management Agreement, or enter into any other agreement relating to the management or operation of the Property, without providing prior written notice Lender.

(b) Lender hereby consents to the Second Amended and Restated Limited Liability Company Agreement of Aspire Westminster Apartments LLC dated as of _____, 2024 (the “**LLC Agreement**”). Pledgor shall neither cause nor permit the Property Owner to terminate, cancel, or modify the LLC Agreement without providing prior written notice Lender.

(c) Pledgor shall cause the Property Owner to provide a complete copy of the Property Owner’s annual internal financial statements covering the Property to Lender annually within ninety (90) days following the end of each twelve-month period commencing on January

1st and ending on December 31st of such calendar year. The Property Owner's annual financial statements shall be accompanied by a certificate executed by a duly authorized financial officer of Property Owner (or an authorized representative) stating that such annual financial statement presents fairly the financial condition and the results of operations of Property Owner and the Property in all material respects.

14. Miscellaneous.

(a) If any one or more provisions of this Agreement are determined to be illegal or unenforceable, all other provisions nevertheless shall be effective. No provision of this Agreement or right of Lender hereunder can be waived nor can Pledgor be released from Pledgor's obligations hereunder except by a writing duly executed by Lender. This Agreement may not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever except by the express terms of a writing duly executed by Lender and Pledgor.

(b) When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

(c) Pledgor's obligations under this Agreement may not be assigned without the prior written consent of Lender. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Lender and Pledgor.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law, except to the extent that any of such laws may now or hereafter be preempted by federal law, in which case, such federal law shall so govern and be controlling. In any action brought under or arising out of this Agreement, Pledgor consents to the jurisdiction of the district court of Jefferson County, Colorado and consent to service of process by any means authorized by the laws of such state. Except as provided in any other written agreement now or at any time hereafter in force between Lender and Pledgor, this Agreement shall constitute the entire agreement of Pledgor with Lender with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Lender or Pledgor unless expressed herein.

(e) Notices required hereunder shall be by a reputable overnight carrier or hand delivered, addressed as follows.

If to Lender: Westminster Economic Development Authority
4800 West 92nd Avenue
Westminster, CO 80031

If to Pledgor: Aspire Westminster Holdings LLC
233 Park Avenue, Suite 201
Minneapolis, MN 55415
Attn: Legal Department

or to such other address specified upon ten days advance notice in writing by one party to the other party.

(f) PLEDGOR, BY ITS ACCEPTANCE HEREOF, EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

(g) Pledgor represents and warrants that the execution, delivery and performance by Pledgor of this Agreement does not and will not contravene or conflict with (a) any law, order, rule, regulation, writ, injunction or decree applicable to Pledgor; or (b) any contractual restriction binding on or affecting Pledgor or any of Pledgor's property or assets.

(h) This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect

of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

PLEDGOR:

Aspire Westminster Holdings LLC,
a Delaware limited liability company

By: 

George E. Sherman
Chief Executive Officer

NEGATIVE PLEDGE AGREEMENT

THIS **NEGATIVE PLEDGE AGREEMENT** (this “**Agreement**”) is entered into effective as of _____, 2024, by Aspire Westminster Holdings LLC, a Delaware limited liability company (“**Pledgor**”), to Westminster Economic Development Authority, a Colorado urban renewal authority (“**Lender**”).

RECITALS

A. Pledgor is the sole member of Aspire Westminster Apartments LLC, a Delaware limited liability company (the “**Property Owner**”).

B. The Property Owner is the owner of a mixed-use building located in Westminster, Colorado commonly known as Aspire (the “**Property**”).

C. Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Borrower**”), is a member of Aspire Westminster Manager LLC, a Minnesota limited liability company, the sole member of Pledgor.

D. Borrower is indebted to Lender pursuant to a Promissory Note in favor of Lender dated of even date herewith in the original principal amount of \$2,536,066.97 (the “**Note**”).

E. Pledgor will derive direct and indirect financial benefits from Lender issuing the Note to Borrower.

F. As a condition of causing the issuance of the Note, Lender has required Pledgor to execute and deliver this Agreement.

G. Pledgor has pledged certain interests in the Property Owner (the “**Ownership Interests**”) to Lender as set forth in the Surplus Cash Pledge Agreement of even date herewith between Pledgor and Lender.

H. Capitalized terms not defined herein shall have the meanings given such terms in the Note.

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **No Pledge of Ownership Interests.** So long as the Note remains unpaid, Pledgor will not grant or permit any unsecured financing beyond financing that exists as of the date hereof, other than member loans made pursuant to the Property Owner’s organizational documents and with the express written consent of Lender, or grant or permit any pledge, lien, security interest, or other encumbrance upon the Ownership Interests.

2. **No Sale of Property without Repayment.** If Pledgor sells, assigns, transfers or otherwise conveys, either voluntarily or involuntarily, any portion of the Property or any interests or estate therein, the Note must be repaid in full.

3. **Remedies.** This Agreement may be enforced by Lender by any remedy at law or equity, and without limitation, Lender may obtain an order of specific performance of this Agreement or such injunctive relief as Lender deems necessary to prohibit a violation of this Agreement, all without bond or security.

4. **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Colorado. PLEDGOR AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY PLEDGOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF JEFFERSON COUNTY, COLORADO, OR THE UNITED STATES DISTRICT COURT FOR COLORADO.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Pledgor has executed this Agreement as of the date and year first above written.

PLEDGOR:

Aspire Westminster Holdings LLC,
a Delaware limited liability company

By: 

George E. Sherman
Chief Executive Officer

PROMISSORY NOTE

(B-3 Authority Note)

U.S. \$2,536,066.97 _____, 2024

FOR VALUE RECEIVED, and at the times hereinafter specified, Aspire Westminster Borrower LLC, a Minnesota limited liability company (“**Maker**”), whose address is 233 Park Avenue South, Suite 201, Minneapolis, Minnesota 55415, hereby promises to pay to the order of Westminster Economic Development Authority, a Colorado urban renewal authority (hereinafter referred to, together with each subsequent holder hereof, as “**Holder**”), at 4800 West 92nd Avenue, Westminster, Colorado 80031, or at such other address as may be designated from time to time hereafter by any Holder, the principal sum of Two Million Five Hundred Thirty-Six Thousand Sixty-Six and 97/100 Dollars (\$2,536,066.97), together with interest on the principal balance outstanding from time to time, as hereinafter provided, in lawful money of the United States of America.

The balance of principal outstanding from time to time under this promissory note (this “**Note**”) shall bear interest at the rate of two and one-half percent (2.50%) per annum, compounded annually, commencing on the date of this Note and continuing until all principal and accrued interest is paid hereunder. Interest on this Note shall accrue during the term of this Note and shall be payable on the Maturity Date together with the payment of principal and any other amounts due hereunder.

The entire outstanding balance of principal, all accrued interest and other amounts owing hereunder, shall be due and payable in full on February 28, 2029 (the “**Maturity Date**”).

Maker may prepay this Note in whole or in part at any time, without premium or penalty. Any such prepayments will be applied first to accrued interest outstanding on the Note and after accrued interest paid, against the then outstanding principal balance of this Note. Commencing on December 31, 2025, Maker shall make annual payments of \$150,000 toward the principal balance of this Note to Holder no later than December 31st of each year until the Maturity Date.

Whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or public holiday or the equivalent for federally chartered banking associations doing business in the State of Colorado (any other day being a “**Business Day**”), such payment may be made on the next succeeding Business Day.

The entire balance of principal, interest, and other sums due upon the maturity hereof, by acceleration or otherwise, if not paid on maturity, shall bear interest from the date due until paid at the rate of twelve percent (12.0%) per annum (the “**Default Rate**”). Any interest calculated at the Default Rate under this Note shall be compounded.

In addition to interest as set forth herein, Maker shall pay Holder a late charge equal to five percent (5%) of any amounts due under this Note in the event any such amount is not paid within fifteen (15) days after such payment is due. The late charge is not a penalty but liquidated damages to defray administrative and related expenses due to such late payment. The late charge shall be immediately due and payable and shall be paid by Maker to Holder without notice or demand. This provision for a late charge is not and shall not be deemed a grace period, and Holder has no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing or thereafter arising under this Note.

All payments hereunder shall be applied first to the payment of late charges, if any, then to the repayment of any sums advanced by Holder, if any, together with interest thereon from the date of advance until repaid, then to the payment of accrued and unpaid interest, and then to the reduction of principal.

Payments under this Note shall be payable without setoff, counterclaim or deduction of any kind.

Maker is reissuing this Note to Holder in replacement of, and in accordance with the terms of, that Promissory Note (B-3 Authority Note) dated as of February 3, 2022, from Maker to Holder (the “**Original Note**”). The Original Note is hereby terminated and Maker is released from any and all obligations under the Original Note. Maker shall cause a replacement guaranty of this Note to be executed by (i) George E. Sherman (the “**Sherman Replacement Guaranty**”) and (ii) Sherman Associates, Inc. (the “**Associates Replacement Guaranty**”); the Sherman Replacement Guaranty and the Associates Replacement Guaranty are hereinafter collectively referred to as the “**Replacement Guaranties**”) simultaneously with the execution of this Note and shall cause executed originals of both of the same to be delivered to Holder upon execution of this Note by Maker. Upon delivery of the Replacement Guaranties to Holder, (a) George E. Sherman shall be released from the Sherman B-3 Authority Note Guaranty dated as of February 3, 2022 (“**Original Sherman Guaranty**”), (b) Sherman Associates, Inc. shall be released from the Sherman Associates, Inc. B-3 Authority Note Guaranty dated as of February 3, 2022 (“**Original Associates Guaranty**”) and (c) the Original Sherman Guaranty and the Original Associates Guaranty shall be terminated and of no further effect. At such time as the loan to Maker’s affiliate, Aspire Westminster Apartments LLC, from GLOF I REIT, LLC related to the financing of the real property legally described as Lot 2, Block B-3, Second Replat of Downtown Westminster, City of Westminster, County of Jefferson, State of Colorado (the “**Property**”), Holder shall execute, deliver and record a full release of that Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents (B-3 Aspire Loan) dated as of February 3, 2022 and recorded in the office of the Jefferson County Recorder, Colorado on April 11, 2022 as Reception No. 2022034530 (the “**Deed of Trust**”), encumbering the Property.

Any failure to pay when due any sum hereunder or failure to perform any covenant or agreement herein contained shall constitute an “**Event of Default**” hereunder and under the Guaranties, and any default or Event of Default under the Guaranties shall constitute an Event of Default hereunder. Upon the occurrence of any Event of Default, the entire balance of principal, accrued interest, and other sums owing hereunder shall bear interest at the Default Rate and, at the option of Holder, become at once due and payable without notice or demand, and Holder shall be

entitled to recover from Maker all of Holder's costs of collection, including without limitation, reasonable fees and expenses of attorneys, paralegals and other legal assistants.

Maker hereby certifies and declares that all acts, conditions and things required to be done and performed and to have happened precedent to the creation and issuance of this Note, and to constitute this Note the legal, valid and binding obligation of Maker, enforceable in accordance with the terms hereof, have been done and performed and have happened in due and strict compliance with all applicable laws.

Maker and all parties now or hereafter liable for the payment hereof, primarily or secondarily, directly or indirectly, and whether as endorser, guarantor, surety, or otherwise, hereby severally (a) waive presentment, demand, protest, notice of protest and/or dishonor, and all other demands or notices of any sort whatever with respect to this Note, (b) consent to impairment or release of collateral, extensions of time for payment, and acceptance of partial payments before, at, or after maturity, (c) waive any right to require Holder to proceed against any security for this Note before proceeding hereunder, and (d) agree to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred in the collection of this Note or any part thereof or in preserving, securing possession of, and realizing upon any security for this Note.

The provisions of this Note and of all agreements between Maker and Holder are hereby expressly limited so that in no contingency or event whatever shall the amount paid, or agreed to be paid, to Holder for the use, forbearance, or detention of the money to be loaned hereunder exceed the maximum amount permissible under applicable law. If, from any circumstance whatever, the performance or fulfillment of any provision hereof or of any other agreement between Maker and Holder shall, at the time performance or fulfillment of such provision is due, involve or purport to require any payment in excess of the limits prescribed by law, then the obligation to be performed or fulfilled is hereby reduced to the limit of such validity, and if from any circumstance whatever Holder should ever receive as interest an amount which would exceed the highest lawful rate, the amount which would be excessive interest shall be applied to the reduction of the principal balance owing hereunder or, at Holder's option, be paid over to Maker, and shall not be counted as interest.

If any provision hereof or of any other document securing or related to the indebtedness evidenced hereby is, for any reason and to any extent, invalid or unenforceable, then neither the remainder of the document in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other document referred to herein, shall be affected thereby, but instead shall be enforceable to the maximum extent permitted by law.

Each provision of this Note shall be and remain in full force and effect notwithstanding any negotiation or transfer hereof and any interest herein to any other Holder or participant.

Time is of the essence with respect to the obligations set forth in this Note.

This Note may not be amended, extended, renewed or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by an

authorized officer of Holder and Maker. Any waiver of any provision hereof shall be effective only in the specific instance and for the specific purpose for which given.

HOLDER AND MAKER KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS NOTE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER AND MAKER ENTERING INTO THE SUBJECT LOAN TRANSACTION.

Regardless of the place of its execution, this Note shall be construed and enforced in accordance with the laws of the State of Colorado (excluding the principles thereof governing conflicts of law), and federal law, in the event federal law permits a higher rate of interest than Colorado law. Any disputes regarding this Note shall be litigated in the District Court of Jefferson County, Colorado.

The undersigned acknowledges that the loan evidenced hereby is for commercial purposes only and not for personal, family, or household purposes.

In the event of an Event of Default by Maker under this Note, Holder may pursue its remedies available under the Guaranties as well as pursuing other remedies provided by applicable law.


[Signature page to follow]

**SIGNATURE PAGE
TO
PROMISSORY NOTE
(B-3 AUTHORITY NOTE)**

IN WITNESS WHEREOF, Maker has executed this Note as of the date first above
written.

MAKER:

ASPIRE WESTMINSTER BORROWER LLC,
a Minnesota limited liability company

By: 
George E. Sherman, Chief Executive Officer

REQUEST FOR FULL PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102(1)(a) AND (3), COLORADO REVISED STATUTES

_____, 2024 Date
ASPIRE WESTMINSTER APARTMENTS LLC, a Delaware limited liability company Original Grantor (Borrower)
233 Park Avenue South, Suite 201, Minneapolis, MN 55415 Current Address of Original Grantor, Assuming Party, or Current Owner
[] Check here if current address is unknown.
Westminster Economic Development Authority, a Colorado urban renewal authority Original Beneficiary (Lender)
February 3, 2022 Date of Deed of Trust
Recorded April 11, 2022 at Reception No. 2022034530 in Jefferson County, Colorado Date of Recording and/or Re-Recording of Deed of Trust Recording Information
County Reception No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF JEFFERSON COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust) PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

Pursuant to § 38-39-102(3), C.R.S., in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or as a title insurance company authorized to request the release of a Deed of Trust pursuant to § 38-39-102(3)(c), C.R.S., in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- 1. The purpose of the Deed of Trust has been fully or partially satisfied.
2. The original evidence of debt is not being exhibited or produced herewith.
3. It is one of the following entities (check applicable box):
a. [x] The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), C.R.S., that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;
b. [] The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a corporate surety bond as specified in § 38-39-102(3)(b), C.R.S.; or
c. [] A title insurance company licensed and qualified in Colorado, as specified in § 38-39-102(3)(c), C.R.S., that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness.

Westminster Economic Development Authority whose address is 4800 West 92nd Avenue, Westminster, CO 80031

Name and Address of the Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender) or Name and Address of the Title Insurance Company Authorized to Request the Release of a Deed of Trust.

Jody Andrews, Executive Director whose address is 4800 West 92nd Avenue, Westminster, CO 80031

Name, Title, and Address of Officer, Agent, or Attorney of the Holder of the Evidence of Debt Secured by Deed of Trust (Lender).

Signature Signature
State of _____, County of _____ Witness my hand and official seal.
The foregoing Request for Release was acknowledged before me on _____ (date), by *

_____ Date Commission Expires
*If applicable, insert title of officer and name of current holder. Notary Public

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

Public Trustee	Date
Deputy Public Trustee	Date

(If applicable, name and address of person creating new legal description as required by § 38-35-106.5, C.R.S.)

Original Note and Deed of Trust Returned to: _____
When Recorded Return to: _____
Prepared/Received by: _____