

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **1625 Birch LLC**, a Colorado limited liability company, whose address is 1509 York St., Suite 201, Denver, Colorado 80206 (“Borrower”), each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into that certain Loan Agreement dated August 21, 2025 (the “Loan Agreement”), relating to a loan to Borrower in the original principal amount of \$7,500,000.00 (the “Loan”); and

WHEREAS, Borrower executed that certain Promissory Note evidencing the terms of the Loan (the “Note”); and

WHEREAS, repayment of the Note is secured by that certain Deed of Trust dated September 29, 2025, and recorded on September 30, 2025, at Reception No. 2025097442 (the “Deed of Trust”) as a lien against certain real property in the City and County of Denver; and

WHEREAS, Borrower caused that certain Rental and Occupancy Covenant dated September 29, 2025, and recorded on September 30, 2025, at Reception No. 2025097438, to be recorded against certain real property in the City and County of Denver to secure such property for use as affordable housing in conformance with the terms of the Loan Agreement (the “Covenant”); and

WHEREAS, collectively, the Loan Agreement, Note, Covenant, and Deed of Trust are referred to herein as the “Loan Documents;” and

WHEREAS, the Parties wish to amend Loan Agreement to update Exhibit F to reflect changes to Borrower’s operating agreement as set forth herein; and

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. **Exhibit F** to the Loan Agreement is hereby deleted in its entirety and replaced with **Exhibit F-1 Cash Flow Calculation**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit F are changed to Exhibit F-1.

2. The Executive Director of HOST or the Executive Director's designee is authorized to execute documents necessary and appropriate to accomplish the objectives of this Amendment, so long as the documents are in a form acceptable to the City Attorney.

3. Except as stated herein, the Loan Documents continue in effect, and are affirmed and ratified in each and every particular.

4. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202582043-01/HOST-202580106-01
Contractor Name: 1625 BIRCH LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202582043- 01/HOST-202580106-01
1625 BIRCH LLC

By:  Signed by:
Chris Viscardi
2A3B586DF43F418...

Name: Chris Viscardi
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT F-1

CASH FLOW CALCULATION

The provisions of this Exhibit F-1 are found in the Operating Agreement of 1625 Birch, LLC (the "Operating Agreement"). Unless otherwise defined herein or in the Loan Agreement to which this exhibit is attached, all capitalized terms used in this Exhibit F have the meanings assigned to them below. A copy of the fully executed Operating Agreement shall be provided to the City promptly after execution, and Borrower shall thereafter provide the City with prior written notice of any proposed addenda, amendment, or other modification to the Operating Agreement. Any proposed addenda, amendment, or other modification to the distribution of Cash Flow that would result in a material change, as determined by the Director of HOST or any equivalent person and/or agency of the City, shall require prior written approval by the Director, or if required by law, by the Denver City Council; provided, however, that changes which do not affect the distribution of Cash Flow or which solely affect distributions of Cash Flow to be paid after distributions to the City for the City Loan as provided below shall not require the City's approval.

Notwithstanding anything to the contrary, the calculation of cash flow includes regular monthly or annual deposits into a replacement reserve account or capital reserve account but does not include capital expenditures.

Distribution of Cash Flow

Payments contingent on Cash Flow shall be made in the following order of priority:

First, to DHA for the PILOT and all accrued and unpaid PILOT and interest thereon in accordance with the PILOT Agreement.

Second, to the Managing Member to pay the Company Management Fee, payable pursuant to the Company Management Agreement, attached to the Operating Agreement as Exhibit D, for services rendered to the Company as set forth therein, payable in the amount set forth in such Agreement.

Third, to pay any of the Management Agent's fees to the extent subordinated pursuant to Section 9.01 of the Operating Agreement.

Fourth, to pay unpaid Development Fee (and interest thereon, if applicable).

Fifth, to the Managing Member to repay any Operating Deficit Advance or Development Fee Advance then payable.

Sixth, to make any payments under any Loans that are payable solely out of Cash Flow.

Seventh, twenty-five percent (25%) of the remaining Cash Flow, if any, to be deposited in the Property Tax Escrow Account.

Eighth, the balance to the Managing Member and the DHDP Special Member, in accordance with their Percentage Interests.

To the extent that insufficient Cash Flow is available to pay any of the amounts set forth in Sections First through Sixth when due, such amount shall accrue and be payable in the future when there is available Cash Flow, after prior payment of all higher priority payments from Cash Flow, as set forth above.

Defined Terms

Cash Flow: The amount determined by the Members for any Fiscal Year, or portion thereof, equal to the excess, if any, of

(i) All gross revenue collected directly or indirectly from the operations of the Project (excluding Loans, condemnation and casualty proceeds, Capital Proceeds, and tenant security deposits, and interest thereon, unless forfeited to the Company) and of the Company (excluding Capital Contributions and interest earned on Reserves which is retained as part of such Reserves, until released from the Reserves) (“Company Net Revenues”), as reduced, dollar for dollar, by the following:

(ii) Company Expenses.

Company Expenses: All costs, debts and expenses of any type incurred, on an accrual basis, incident to the ownership and operation of the Project and the Company, including, without limitation, payments of taxes, insurance, required payments of principal and interest on any Loans not paid out of Cash Flow (and the funding of all Reserves which are not funded from Cash Flow, all as further set forth in Exhibit A-4, and any other reserves required by any Lender), payments due under the \$1,680,000 loan to the Company from CHAI Debt Capital, LLC, audit expenses, and any other Company obligations and costs of capital improvements to the Project incurred after the Acquisition Date, to the extent such Company Expenses are not paid from Reserves (described on Exhibit A-4), insurance or condemnation proceeds, Loans, Capital Contributions or Capital Proceeds. By way of clarification, Company Expenses shall not include depreciation and amortization taken into account for federal income tax purposes. For avoidance of doubt, the DHDP Special Member Asset Management Fee shall be considered a Company Expense and the Company Management Fee shall not be considered a Company Expense, in each case, for all purposes under this Agreement.

Company Management Fee: That certain Company management fee payable to the Managing Member.

Development Fee: The fees earned and payable pursuant to the Development Services Agreement attached to the Operating Agreement as Exhibit C.

Development Fee Advance: An advance to the Company by the Managing Member pursuant to Section 5.09 of the Operating Agreement.

DHA: The Housing Authority of the City and County of Denver, Colorado, a public body corporate and politic under the laws of the State of Colorado.

DHDP Special Member: Denver Housing Development Partners, Inc., a Colorado nonprofit corporation.

Loans: The loans shown on Exhibit A-1 to the Operating Agreement.

Management Agent: The property management company or other managing agent to be selected by Managing Member.

Managing Member: KRF Ark Housing, LLC, a Colorado limited liability company, its successors and permitted assigns, and any additional or substitute manager of the Company named in any duly adopted amendment to this Agreement.

Operating Deficit Advance: A loan to the Company by the Managing Member, which shall be required under the circumstances described in Section 5.08 of the Operating Agreement.

PILOT: That certain payment in lieu of taxes payable to DHA pursuant to the terms of the PILOT Agreement.

PILOT Agreement: That certain Agreement for Payments in Lieu of Taxes dated as of the same date hereof by and between DHA and the Company.

Property Tax Escrow Account: The escrow account to be established by the Company pursuant to the terms of the Operating Agreement.