

WHEN RECORDED MAIL TO:

Department of Housing Stability
Attention: Kendra Garrett
201 W. Colfax Ave., Dept. 615
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “First 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 **THE EMPOWERMENT PROGRAM, INC.**, a Colorado non-profit corporation, whose address is 1600 York Street, Denver, Colorado 80206 (“Borrower”), each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, Borrower and the City entered into a loan agreement dated May 14, 2025, relating to loan to Borrower in the principal amount of \$3,150,000.00 (the “Loan Agreement”) to be lent to Chrysalis Apartments, LLLP, a Colorado limited liability limited partnership, to finance the development and construction of seventy (70) affordable rental dwelling units, which has not yet closed; and

WHEREAS, the Parties wish to amend and modify the terms and conditions of the Loan Documents as more particularly described herein.

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. Section 1.A of the Loan Agreement entitled “**LOAN TO BORROWER**” is deleted and replaced in its entirety with:

“A. **Loan to Borrower**. Subject to the terms of this Agreement, the City agrees to lend Borrower the sum of **THREE MILLION FOUR HUNDRED FORTY-FOUR THOUSAND DOLLARS AND NO/100 (\$3,444,000.00)** (the “Loan”). In addition to this Agreement, Borrower will execute a promissory note in a

form satisfactory to the City evidencing this Loan (the “Promissory Note”). Simple interest at a rate of zero percent (0%) per annum shall commence accruing on the outstanding principal balance of the Promissory Note on the date on which the first draw on the Loan is made. The Loan will mature and be due and payable on the sixtieth (60th) anniversary of the date of the Promissory Note (the “Maturity Date”), if not sooner paid. Borrower will not be required to make payments on the Loan so long as Borrower is in compliance with all terms and conditions of this Agreement. Repayment shall be forgiven by the City on the Maturity Date so long as Borrower is in compliance with all terms and conditions of this Agreement.”

2. Section 2 of the Loan Agreement entitled “**SECURITY:**” is deleted and replaced in its entirety with:

“2. **SECURITY:** Repayment of the Promissory Note shall be secured by a collateral assignment of the Owner Note and Owner Deed of Trust in form satisfactory to City (the “Collateral Assignment”). The Owner Deed of Trust will be granted by the Owner and encumber the Owner’s interest in real property known and numbered as 1785 North Franklin Street, Denver, Colorado 80218 and legally described as set forth in **Exhibit D-1** (the “Property”).”

3. Section 3.B of the Loan Agreement entitled “**SUBORDINATION**” is deleted in its entirety and replaced with the following:

B. City’s Subordination of Owner Deed of Trust and Covenant.

i. The Executive Director is authorized to consent to Borrower’s subordination of the lien of the Owner Deed of Trust or execute documents necessary to subordinate the lien of the collaterally assigned Owner Deed of Trust and Covenant so long as (i) the subordination agreement is substantially in the form attached hereto as Exhibit E; (ii) encumbrances prior to the Owner Deed of Trust do not exceed Twenty-Two Million Dollars and No/100 (\$22,000,000.00) under the construction loans or Ten Million Dollars and No/100 (\$10,000,000.00) under the permanent loans; (iii) Borrower is not then in default of its obligations pursuant to this Agreement, the Promissory Note, or the Collateral Assignment and the Owner is not in default of its obligations

pursuant to the Covenant, Owner Note, or Owner Deed of Trust; and (iv) all additional financing for the Project has been awarded or committed.

ii. The Executive Director is authorized to consent to Borrower's subordination of the lien of the Owner Deed of Trust or to execute documents necessary to subordinate the collaterally assigned Owner Deed of Trust and Covenant to land use restriction agreements ("LURAs"), such as the LURA required by the Colorado Housing and Finance Authority, so long as (i) the subordination agreement is in the form acceptable to the City Attorney; (ii) encumbrances prior to the Owner Deed of Trust do not exceed Twenty-Two Million Dollars and No/100 (\$22,000,000.00) under the construction loans or Ten Million Dollars and No/100 (\$10,000,000.00) under the permanent loans; (iii) Borrower is not then in default of its obligations pursuant to this Agreement, the Promissory Note, or the Collateral Assignment and the Owner is not then in default of its obligations pursuant to the Covenant, Owner Note, or Owner Deed of Trust.

iii. **Other Documents.** The Executive Director is authorized to execute documents necessary to accomplish the Loan so long as (i) such documents are in a form satisfactory to the City Attorney; (ii) encumbrances prior to the Owner Deed of Trust do not exceed Twenty-Two Million Dollars and No/100 (\$22,000,000.00) under the construction loans or Ten Million Dollars and No/100 (\$10,000,000.00) under the permanent loans; and (iii) Borrower is not in default of its obligations pursuant to this Agreement, the Promissory Note, or the Collateral Assignment and the Owner is not then in default of its obligations pursuant to the Covenant, Owner Note, or Owner Deed of Trust."

4. Section 5.A. of the Loan Agreement entitled "**DEADLINE FOR DISBURSEMENT OF FUNDS; REQUIRED DOCUMENTATION**" is deleted in its entirety and replaced with the following:

"A. Borrower must satisfy all conditions set forth in this Agreement and close on the Loan on or before October 22, 2026 (the "Closing Deadline"). Failure

to meet this deadline may result in the termination of this Agreement at the Executive Director's sole discretion. No funds shall be disbursed under this Agreement until such time as (i) all conditions of this Agreement have been met and (ii) Borrower and Owner have closed on all financing necessary to complete the Project."

5. Section 6. of the Loan Agreement entitled "**RESTRICTIONS ON USE OF PROPERTY:**" is amended by the addition of a new subsection F.:

"F. Borrower or Owner has or will enter into one or more housing assistance payments ("HAP") contract so that the rental units at the Project may receive project-based voucher payments. The City acknowledges that HAP contracts are vital for the financial viability of the Project. If a HAP contract applicable to the Project expires, is terminated, is not renewed, or the financial terms otherwise change, unless the change or termination arises from a default, breach, or other material failure to comply with the applicable agreements, laws, and regulations by the Owner or Borrower, the City agrees that HOST will, in good faith, engage in discussions to renegotiate the affordability provisions contained in this Agreement. As part of such negotiations, HOST will determine, in its sole discretion, whether the Owner can obtain breakeven operations through alternative means that do not require modifications to the affordability restrictions. Any changes or amendments to the affordability provisions will be at the sole discretion of the City and will not be effective or binding on the City until an amendment to this Agreement has been fully executed by all required signatories of the City, and if required by Charter, approved by the City Council."

6. Section 14 of the Loan Agreement entitled "**MANAGEMENT OF PROPERTY**" is deleted in its entirety and replaced with the following:

14. MANAGEMENT OF PROPERTY: Borrower or the Owner shall provide and maintain good and efficient management of the Property satisfactory to the City. Borrower or the Owner must execute and maintain in effect a management agreement for the Project with a qualified management company that has experience with affordable housing and will provide annual affordable housing compliance training to their staff. Borrower shall notify the City of any (i) changes to

the management company of the Property and (ii) of any significant changes staffing changes to the management company.”

7. Section 20 of the Loan Agreement entitled “**MAINTENANCE AND REPLACED**” is amended by the addition of the following sentence: “If at any time a unit or units are offline for thirty (30) days or more, the Borrower or the Owner shall notify the City.”.

8. Section 22.K of the Loan Agreement entitled “**CONDITIONS PRECEDENT TO CLOSING LOAN**” is deleted in its entirety and replaced with the following:

“**K. Other Organizational Documents.** Borrower must provide the City with a certificate of good standing, certificate of limited partnership, and the partnership agreement for the Owner. Borrower must provide the City with a certificate of good standing, articles of organization, and the bylaws for Empowerment Development Corporation II, a Colorado Nonprofit Corporation.”

9. All references to “...Exhibit D...” in the existing Agreement shall be amended to read: “...Exhibit D-1...”. Exhibit D-1 the Legal Description is attached and will control from and after the date of execution.

10. All references to “...Exhibit E...” in the existing Agreement shall be amended to read: “...Exhibits E and E-1...” as applicable. Exhibit E-1 Subordination Agreement is attached.

11. The Executive Director of HOST, or the Executive Director’s designee, is authorized to execute documents necessary to accomplish the intent of this First Amendment so long as the documents are in a form satisfactory to the City Attorney.

12. 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.

List of Exhibits

Exhibit D-1 – Legal Description

Exhibit E-1 – Subordination Agreement

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202582287-01/HOST-202577817-01
Contractor Name: THE EMPOWERMENT PROGRAM INC

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:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: HOST-202582287-01/**HOST-202577817-01**
Contractor Name: THE EMPOWERMENT PROGRAM INC

Signed by:
By: 
4BA9ETCC75734F5...

Name: Julie Kiehl
(please print)

Title: _____ Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit D-1

LEGAL DESCRIPTION

The following real property located in the City and County of Denver, State of Colorado:

PARCEL A:

THE SOUTH 1/2 OF LOT 3, ALL OF LOT 4, AND THE NORTH 1/2 OF LOT 5, BLOCK 13, PARK AVENUE ADDITION TO DENVER, AND THE SOUTH 1/2 OF LOT 3, ALL OF LOT 4, AND THE NORTH 1/2 OF LOT 5, BLOCK 40, MCCULLOUGH HILL,

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY AND COUNTY OF DENVER IN SPECIAL WARRANTY DEEDS RECORDED JUNE 23, 2025 UNDER RECEPTION NOS. 2025061138 AND 2025061139, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THE WEST 45 FEET OF LOTS 1 AND 2 AND THE WEST 45 FEET OF THE NORTH ONE-HALF OF LOT 3, BLOCK 13, PARK AVENUE ADDITION TO DENVER, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY AND COUNTY OF DENVER IN SPECIAL WARRANTY DEEDS RECORDED JUNE 23, 2025 UNDER RECEPTION NOS. 2025061138 AND 2025061139, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

LOTS 1 AND 2 AND THE NORTH ONE-HALF OF LOT 3, BLOCK 40, MCCULLOUGH HILL AND LOTS 1 AND 2 AND THE NORTH ONE-HALF OF LOT 3, BLOCK 13, PARK AVENUE ADDITION TO DENVER, EXCEPT THE WEST 45 FEET THEREOF, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY AND COUNTY OF DENVER IN SPECIAL WARRANTY DEEDS RECORDED JUNE 23, 2025 UNDER RECEPTION NOS. 2025061138 AND 2025061139, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Purported address (for information only): 1785 North Franklin St
Denver, CO 80218

Exhibit E-1

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

After Recording Return To:

Colorado Housing and Finance Authority
Attn: Legal Operations
1981 Blake Street
Denver, Colorado 80202-1272

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (this “Agreement”) dated as of this ____ day of _____, 2025, is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “Junior Lender”), the present holder of a certain Junior Deed of Trust and City Covenant (as defined herein), whose address is Department of Housing Stability, 201 W. Colfax Ave., Dept. 615, Denver, Colorado 80202, and **COLORADO HOUSING AND FINANCE AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the “Senior Lender”), whose address is 1981 Blake Street, Denver, Colorado 80202, and **THE EMPOWERMENT PROGRAM INC.**, a Colorado nonprofit corporation (“TEP”), whose address is 1600 York Street, Denver, Colorado 80206.

PRELIMINARY STATEMENTS

A. The Junior Lender has made a loan to TEP in the principal amount of Three Million Four Hundred Forty-Four Thousand and 00/100 Dollars (\$3,444,000.00) (the “City Loan”), evidenced by that certain Promissory Note, dated as of _____, 202_____, made by TEP and payable to the Junior Lender (the “City Note”).

B. TEP then loaned the entirety of the City Loan proceeds to Chrysalis Apartments LLLP, a Colorado limited liability limited partnership (the “Borrower”) to be used for construction costs associated with the project known as Chrysalis Apartments located at 1785 N Franklin Street, Denver, Colorado (the “Junior Loan”), as evidenced by that certain [Promissory Note] dated as of _____, 202_____, made by Borrower and payable to TEP (the “Junior Note”), and secured by that certain [Deed of Trust] made as of _____, 202_____, and recorded on _____, 202_____, at Reception No. _____ of the real property records in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado (the “Junior Deed of Trust” and together with the Junior Note and all other documents evidencing, securing or executed in connection with the Junior Loan, are collectively, the “Junior Loan Documents”), encumbering the following described property (the “Mortgaged Property”):

See **Exhibit A** attached hereto and incorporated herein by this reference.

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

C. In connection with the Junior Loan, Borrower also executed a Rental and Occupancy Covenant dated _____, 202_ (the "**City Covenant**"), and recorded on _____, 202_, at Reception No. _____ in the real property records of the City and County of Denver, State of Colorado.

D. Pursuant to that certain Collateral Assignment of Note and Deed of Trust dated _____, 202_ (the "**Collateral Assignment**"), TEP has collaterally assigned to Junior Lender all of TEP's rights in the Junior Note and Junior Deed of Trust to Junior Lender, subject to the terms and limitations set forth in the Collateral Assignment.

E. The Senior Lender has or will extend a loan to Borrower in the amount of up to Six Million Three Hundred Twenty Thousand and 00/100 Dollars (\$6,320,000.00), which loan will be evidenced by that certain Risk Share Program Promissory Note ("**Senior Note**") in like amount and secured by that certain Risk Share Program Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases ("**Senior Deed of Trust**") and that certain Regulatory Agreement and Declaration of Restrictive Covenants ("**Regulatory Agreement**") and, together with the Senior Note, Senior Deed of Trust, and Regulatory Agreement, and all other documents evidencing, securing or executed in connection with the Senior Obligations (defined below) are collectively, the "**Senior Loan Documents**") which will cover and encumber all of the Mortgaged Property; and the Senior Deed of Trust and Regulatory Agreement will be recorded in the real property records of the City and County of Denver, State of Colorado.

E. In addition, the Senior Lender has or will extend a loan to Borrower in the amount of up to Fourteen Million One Hundred Eighty Thousand and 00/100 Dollars (\$14,180,000.00), which loan will be evidenced by that certain Promissory Note in the maximum principal amount of Fourteen Million One Hundred Eighty Thousand and 00/100 Dollars (\$14,180,000.00) (the "**Construction Loan Note**"), and secured by that certain Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases ("**Construction Loan Deed of Trust**" and, together with the Construction Loan Note, and all other documents evidencing, securing, or executed in connection with the Senior Obligations (defined below) are collectively, the "**Construction Loan Documents**") which will cover and encumber all of the Mortgaged Property; and the Construction Loan Deed of Trust will be recorded in the real property records of the office of the City and County of Denver, State of Colorado.

F. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Junior Deed of Trust and Junior Obligations (defined below) be subordinated to the lien of the Senior Deed of Trust, Regulatory Agreement, Construction Loan Deed of Trust and all other Senior Obligations (defined below).

AGREEMENT

For and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Junior Deed of Trust. As used herein, the following terms shall have the meanings assigned to them:

"Senior Obligations" means each and every debt, liability and obligation of every type and description that the Borrower may now or at any time hereafter owe to the Senior Lender in connection with the Senior Deed of Trust, the Regulatory Agreement, the Senior Loan Documents, the Construction Loan Deed of Trust, and the Construction Loan Documents whether such debt, liability or obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

"Junior Obligations" means the City Covenant made by Borrower to and for the benefit of Junior Lender, and any deed of trust or other mortgage, lien or encumbrance made by Borrower to and for the benefit of TEP, as the same may be assigned by TEP to Junior Lender pursuant to the Collateral Assignment, including, without limitation, the Junior Deed of Trust and any and all security interests, liens or other encumbrances granted in connection with the Junior Loan.

2. Subordination. All Junior Obligations and Junior Loan Documents are hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Senior Obligations, the terms of the Senior Loan Documents, the terms of the Construction Loan Documents, and all extensions, renewals, or modifications of the Senior Loan Documents or Construction Loan Documents. The Junior Lender and TEP hereby agree that (regardless of any priority otherwise available to the Junior Lender or TEP by law or by agreement) any security interest that the Junior Lender or TEP might now hold in the Mortgaged Property is fully subordinate to any security interest that the Senior Lender may now or hereafter hold in the Mortgaged Property. No amendment of any of the Junior Obligations shall directly or indirectly modify the provisions of this Agreement or impair the subordination of the Junior Obligations and Junior Loan Documents to the Senior Obligations, Senior Loan Documents, and Construction Loan Documents.

3. Collateral and Security Interest. Until all of the Senior Obligations have been paid in full, the Junior Lender and TEP shall not demand, receive or accept, except as otherwise described in this Agreement, (i) a pledge of any of the Mortgaged Property as security for the Junior Obligations, or (ii) a grant of any security interest or any other right or interest in any of the Mortgaged Property.

4. Payments Before Default Under Senior Loan Documents or Construction Loan Documents. Until the Junior Lender or TEP receives notice from the Senior Lender that a default has occurred in connection with the Senior Loan Documents or Construction Loan Documents as set forth in Section 8 herein, the Junior Lender and TEP shall be entitled to retain for their own accounts all payments made in connection with the Junior Obligations.

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

5. Waiver and Consent. The Senior Lender shall have no obligation to the Junior Lender or TEP with respect to the Mortgaged Property or the Senior Obligations. The Senior Lender may in accordance with the Senior Deed of Trust and Construction Loan Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Mortgaged Property, (c) in the Senior Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Mortgaged Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Mortgaged Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Mortgaged Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Mortgaged Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

6. No Action. Except to the extent that Junior Lender or TEP obtains Senior Lender's permission pursuant to the following sentence, the Junior Lender and TEP, respectively, will not commence any action or proceeding with respect to the Mortgaged Property or against the Borrower, will not take possession of, sell or dispose of, or otherwise deal with, the Mortgaged Property, and will not exercise or enforce any other right or remedy that may be available to the Junior Lender or TEP against the Borrower or with respect to the Mortgaged Property upon Borrower's default with respect to the Junior Obligations, without the Senior Lender's prior written consent, which shall not be unreasonably withheld or delayed. In addition, and without limiting the generality of the foregoing, if the Borrower is in default under the Senior Loan Documents or Construction Loan Documents and the Senior Lender forecloses on the Mortgaged Property or accepts a deed in lieu of foreclosure, the Junior Lender and TEP shall, upon the Senior Lender's request, promptly execute and deliver such instruments as may reasonably be necessary to terminate and release any security interest, lien or covenant the Junior Lender or TEP acquired in connection with the Junior Loan Documents and Junior Obligations.

7. Notice of Default to Senior Lender. Any notice provided to Borrower by the Junior Lender or TEP of any default under the Junior Obligations shall also be sent to Senior Lender. Junior Lender and TEP shall afford Senior Lender the right but not the obligation to cure any default or Event of Default within sixty (60) days after Senior Lender receives such notice, and Junior Lender and TEP agree to accept such performance as if it were undertaken by Borrower.

8. Notice of Default to Junior Lender and TEP. Senior Lender shall deliver to the Junior Lender and TEP a default notice within ten business days in each case where Senior Lender has given a default notice to the Borrower. The Junior Lender and TEP shall have the right, but not the obligation, to cure any default under the Senior Loan Documents or Construction Loan Documents within the same time, and the same manner, as the Borrower pursuant to the Senior Loan Documents or Construction Loan Documents. All amounts paid by the Junior Lender or TEP to Senior Lender to cure a default under the Senior Loan Documents or Construction Loan Documents shall be deemed to have been advanced by either Junior Lender or TEP pursuant to, and shall be secured by the lien of, the Junior Deed of Trust.

FHA Loan No. 101-98210

CHFA Loan No.: 5009322

CHFA Loan No.: 5009331

9. Default under Senior Loan Documents or Construction Loan Documents. Junior Lender and TEP agree that a default under the Senior Loan Documents or Construction Loan Documents shall not constitute a default under the Junior Loan Documents or Junior Obligations if no other default has occurred and is continuing under the Junior Loan Documents or Junior Obligations until either (i) Senior Lender has accelerated the maturity of the Senior Note, Senior Deed of Trust, Construction Loan Note, or Construction Loan Deed of Trust, or (ii) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents or Construction Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust or Construction Loan Deed of Trust. If at any time Borrower cures any default under the Senior Loan Documents or Construction Loan Documents to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Junior Lender and TEP, any default under the Junior Loan Documents or Junior Obligations arising therefrom shall be deemed cured and the Junior Obligations shall be retroactively reinstated as if such default had never occurred.

10. No Representations or Warranties Concerning Mortgaged Property. Neither the Junior Lender, TEP, nor the Senior Lender (i) makes any representation or warranty concerning the Mortgaged Property or the validity, perfection or (except as to the subordination effected hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Mortgaged Property.

11. Junior Lender and TEP Representations. Junior Lender and TEP further represent and warrant that each of the following is true as of the date of this Agreement: (i) the Junior Loan Documents, the City Covenant, and the Collateral Assignment are now in full force and effect; (ii) the Junior Loan Documents, the City Covenant, and the Collateral Assignment have not been modified or amended; (iii) no default under the Junior Loan Documents, the City Covenant, or the Collateral Assignment has occurred; (iv) TEP is the beneficiary of the Junior Loan Documents, except as assigned to Junior Lender pursuant to the Collateral Assignment; (v) Junior Lender is the beneficiary under the City Covenant; (vi) none of the rights of Junior Lender or TEP under any of the Junior Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise, except as provided in the Collateral Assignment; and (vi) the persons signing this Agreement on behalf of Junior Lender on behalf of TEP have the appropriate authority and/or authorization to bind the Junior Lender and TEP, respectively.

12. Binding Effect; Miscellaneous. This Agreement shall be binding upon the Junior Lender, TEP, and their respective successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns, but neither the Borrower nor any other secured party shall be entitled to rely on or enforce this Agreement. This Agreement cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by either of them in connection with this Agreement shall be venued in the

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CHFA Loan No.: 5009331

City and County of Denver. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Junior Lender and TEP waive notice of the Senior Lender's acceptance hereof.

13. Notice. Any notice required under this Agreement shall be deemed to have been given when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Junior Lender, TEP, or the Senior Lender, as the case may be, set out in the first paragraph of this Agreement.

14. Term. This Agreement shall continue until the earliest to occur of the following events: (i) the payment of all principal, interest, and other amounts payable under the Senior Obligations; (ii) the payment of all principal, interest and other amounts payable under the Junior Obligations; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure, or deed in lieu of foreclosure, or the exercise of a power of sale contained in the Senior Deed of Trust or Construction Loan Deed of Trust; or (iv) the acquisition by Junior Lender or TEP of title to the Mortgaged Property pursuant to a foreclosure, or a deed in lieu of foreclosure, or the exercise of a power of sale contained in the Junior Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

15. Enforceability. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Further Assurances. Subject to the Charter for the City and County of Denver, the Denver Revised Municipal Code, and the policies and procedures of the Junior Lender, and other applicable law, the Junior lender and TEP hereby agree to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmation of this Agreement from time to time hereafter, as and when requested by Senior Lender.

17. Entire Agreement. This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Junior Obligations and the Junior Loan Documents as to the Senior Obligations, the Senior Loan Documents, and the Construction Loan Documents.

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FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

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

“JUNIOR LENDER”

CITY AND COUNTY OF DENVER, a municipal corporation organized pursuant to the Constitution of the State of Colorado

By: _____

Title: _____, Department of Housing Stability

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

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 202____, by _____ as _____ of Department of Housing Stability for the City and County of Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado, for and on behalf of the City.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

“SENIOR LENDER”

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: Steve Johnson, Chief Operating Officer

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

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 202_____, by Steve Johnson as Chief Operating Officer of Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

“TEP”

THE EMPOWERMENT PROGRAM INC.,
a Colorado nonprofit corporation

By: _____
Julie Kiehl, President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 202_____, by Julie Kiehl as President of The Empowerment Program Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

FHA Loan No. 101-98210
CHFA Loan No.: 5009322
CHFA Loan No.: 5009331

Acknowledged by BORROWER:

CHRYSALIS APARTMENTS LLLP,
a Colorado limited liability limited partnership

By: Empowerment Development Corporation II,
a Colorado nonprofit corporation,
its General Partner

By: Julie Kiehl, President

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CHFA Loan No.: 5009331

EXHIBIT A

Legal Description of the Mortgaged Property

[_____]