

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.

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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