Town of Frederick
FURA Commission Agenda

Frederick Town Hall
401 Locust Street
Wednesday, March 18, 2026

5:30 PM

Call to Order – Roll Call

Approval of Agenda

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the FURA Commission. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a FURA Commission member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A. Approval of Minutes

Action Agenda

B. Resolution No. 26-FURA-03 concerning a First Amendment to the Pledge Agreement between the Frederick Urban Renewal Authority and Silverstone Metropolitan District No. 3. -
Ryan Johnson, Assistant Town Manager

Discussion Items

Commissioner Reports

Other Business

Adjournment

Town of Frederick FURA Commission

Meeting Minutes
March 4, 2026

<u>Call to Order – Roll Call:</u> At 5:30 PM Chairperson Crites called the meeting to order and requested roll call. Present were Chairperson Crites, Vice Chair Brown, and Commissioners Padia, Stemp, Lamach, James, March and Weimer. Also present were Assistant Town Manager Ryan Johnson, Deputy Town Attorney Christine Francescani, Town Clerk Tricia David, and Deputy Town Clerk Emily Nitcher.

<u>Approval of Agenda:</u> The agenda was approved as submitted.

<u>Public Comment:</u> There was no one present for public comment.

<u>Consent Agenda:</u> A motion was made by Vice Chair Brown and seconded by Commissioner Lamach to approve the Consent Agenda. Upon roll call vote, the motion passed 8-0.

<u>Approval of Minutes:</u>

<u>Resolution 26-FURA-01 Setting the Posting Place for Frederick Urban Renewal Authority Meeting Agendas:</u>

<u>Action Agenda:</u>

<u>Resolution No. 26-FURA-02 regarding a First Amendment to the Redevelopment and Reimbursement Agreement between the Frederick Urban Renewal Authority, Evergreen Devco, Inc., and Evergreen-Hwy 52 & Colorado, LLC.:</u> A motion was made by Vice Chair Brown and seconded by Commissioner Padia to approve Resolution No. 26-FURA-02 regarding a First Amendment to the Redevelopment and Reimbursement Agreement between the Frederick Urban Renewal Authority, Evergreen Devco, Inc., and Evergreen-Hwy 52 & Colorado, LLC. Upon roll call vote, the motion passed 8-0.

<u>Discussion Items:</u>

<u>Commissioner Reports:</u>

<u>Other Business:</u> Mr. Johnson announced that the next meeting of the Frederick Urban Renewal Authority would be on March 18, 2026.
Chairperson Crites and Commissioner Mahan will be absent for the March 18th meeting.

<u>Adjournment:</u> There being no further business of the Frederick Urban Renewal Authority, Chairperson Crites adjourned the meeting at 6:00 PM.

TOWN OF FREDERICK
FURA Commission
Staff Report

Resolution No. 26-FURA-03 concerning a First Amendment to the Pledge Agreement between the Frederick Urban Renewal Authority and Silverstone Metropolitan District No. 3.

Agenda Date: March 18, 2026 Frederick Urban Renewal Authority Meeting

Attachments:
1. Resolution No. 26-FURA-03 Approving a First Amendment to the Pledge Agreement
2. First Amendment to Authority Pledge Agreement

Reviewed By:

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

COMMUNITY AND ECONOMIC VITALITY– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities. Frederick celebrates its downtown and regards it as a gem in the region.

2.2 Continue implementing our retail attraction strategy to target regional and destination opportunities, traditional and non-traditional retailers, hospitality, and sit-down eating establishments.

Summary Statement:

This request is to consider approval of an amendment to the Pledge Agreement originally entered into between the Frederick Urban Renewal Authority and the Silverstone Metropolitan District No. 3 for the purposes of adding certain clarifying language regarding the definition of the term "Property" as well as to begin the process of issuing subordinate bonds in conjunction and in conformance with the 1st Amendment to the Redevelopment and Reimbursement Agreement and the 2nd Amendment to the Public Finance Agreement.

Detail of Issue/Request:

As part of the Silverstone Marketplace development originally approved in 2023 by FURA, the developer, acting by and through the Silverstone Metropolitan District No. 3 issued bonds sufficient to cover the costs of the development at that time, including things like roads, water/sewer lines, parking lots landscaping etc. In order to complete that transaction, FURA had to approve a Pledge Agreement which served a mechanism to provide to bond underwriters sufficient documentation about the pledge of property tax increment to help repay those bonds over time.

The District, as part of the effort to attract a second anchor to the development, was authorized by FURA at the March 4th 2026 meeting via the 1st Amendment to the Redevelopment and Reimbursement Agreement to issue subordinate bonds to assist in providing a financial incentive for that second anchor. Because of that approval, the Pledge Agreement must be amended to reflect the desire to issue those subordinate bonds.

Secondly, this amendment serves to clear up a previously ambiguous definition from the original agreement related to the definition of the term "Property" which wasn't previously included. This amendment cures that omission.

Legal Comments:

Legal counsel for FURA have reviewed the attached amendment and approved of the same in substantially the same form as attached and as finalized by legal counsel.

Alternatives/Options

Approval:
I move to approve Resolution No. 26-FURA-03 between the Frederick Urban Renewal Authority and the Silverstone Metropolitan District No. 3 approving the First Amendment to the Pledge Agreement in substantially the same form as attached and as finalized by legal counsel.

Approval with Conditions:
I move to approve Resolution No. 26-FURA-03 between the Frederick Urban Renewal

Authority and the Silverstone Metropolitan District No. 3 approving the First Amendment to the Pledge Agreement with the following conditions:

- List Conditions

Denial:
I move to deny Resolution No. 26-FURA-03.

Financial Considerations

This request simply effectuates the commitments made in the 1st Amendment to the Redevelopment and Reimbursement Agreement. This amendment is required as part of the process of the Silverstone Metropolitan District No. 3 to issue the requisite bonds for the second anchor project. Additionally, the clarification of language in the definitions does not include any financial impacts.

Staff Recommendation

Staff recommends approval of Resolution No. 26-FURA-03 approving a First Amendment to the Pledge Agreement in substantially the same form as attached and as finalized by legal counsel.

Community Impact

RESOLUTION NO. 26-FURA-03

A RESOLUTION OF THE FREDERICK URBAN RENEWAL AUTHORITY TOWN APPROVING THE FIRST AMENDMENT TO THE PLEDGE AGREEMENT BETWEEN THE FREDERICK URBAN RENEWAL AUTHORITY AND SILVERSTONE METROPOLITAN DISTRICT NO. 3.

WHEREAS, The Frederick Urban Renewal Authority has contemplated a large commercial center as a second anchor to the Silverstone development since its initial approval; and

WHEREAS, the needs and desires of the community have continued to support adding retail amenities within the Town; and

WHEREAS, The Board of Commissioners of the Authority identified a retail attraction strategy in 2021 that targeted attracting traditional retail options in Frederick; and

WHEREAS, The Authority entered into a Redevelopment and Reimbursement Agreement on October 23, 2023 which was subsequently amended on March 4, 2026; and

WHEREAS, The Authority entered into a Original Authority Pledge Agreement dated as of December 7, 2023, for the purposes of providing financing for Eligible Public Improvements to the project for construction via issuance of Series 2023 Bonds by the District; and

WHEREAS, The District now desires to issue Subordinate Special Revenue Bonds Series 2026 for the purposes of furtherance of the Project; and

WHEREAS, The Original Authority Pledge Agreement provided that the term “Property” shall have the meaning set forth in the Redevelopment Agreement; and

WHEREAS, due to a scrivener’s error, the term “Property” was not identified in the Redevelopment Agreement and the Authority and the District now desire to cure such ambiguity and define the term “Property” to the correct reference set forth in the Redevelopment Agreement; and

WHEREAS, The Authority believes the Amendment to the Original Authority Pledge Agreement is in the best interests of the Authority; and

WHEREAS, Legal Counsel for the Authority has been involved in the review and drafting of proposed amendment to the agreement as attached.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE FREDERICK URBAN RENEWAL AUTHORITY DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The First Amendment to the Pledge Agreement for the Miner’s Village Urban Renewal Project, attached hereto as Exhibit A is approved. The Chair is Authorized to execute the agreement.

Section 2. **Effective Date.** This resolution shall become effective immediately upon adoption.

Section 3. **Repealer.** All bylaws, orders and resolutions, or parts thereof inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance, or part thereof.

[SIGNATURE PAGE TO FOLLOW]

ADOPTED AND APPROVED THIS 18TH DAY OF MARCH, 2026.

ATTEST:	**TOWN OF FREDERICK**
By ______________________________	By ______________________________
Secretary/Executive Director	Chair, Tracie Crites

EXHIBIT A

FIRST AMENDMENT TO PLEDGE AGREEMENT

This **FIRST AMENDMENT TO PLEDGE AGREEMENT** (the "**First Amendment to Pledge Agreement**") is entered into this 18th day of March, 2026 (the "**Effective Date**"), by and between **FREDERICK URBAN RENEWAL AUTHORITY** (the "**Authority**"), a corporate body created and existing as an urban renewal authority under the Urban Renewal Law (as hereinafter defined), and **SILVERSTONE METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (the "**District**").

WHEREAS, the District is a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, C.R.S.; and

WHEREAS, Miner's Village Metropolitan District No. 3 was organized by Order and Decree of the District Court, Weld County, State of Colorado (the "**District Court**") issued on June 6, 2008 and recorded in the Weld County (the "**County**") real property records on June 27, 2008 at Reception No. 3563476; and

WHEREAS, pursuant to that certain Order Granting Motion to Change Name of Miner's Village Metropolitan District No. 3 to SilverStone Metropolitan District No. 3 recorded in the County real property records on July 21, 2017 at Reception No. 4320074, the District Court issued an order on July 10, 2017 to grant a motion filed by Miner's Village Metropolitan District No. 3 to change the name Miner's Village Metropolitan District No. 3 to SilverStone Metropolitan District No. 3; and

WHEREAS, the District is authorized by Title 32, Article 1, Part 1, C.R.S. to furnish certain public facilities and services, subject to the limitations of its Service Plan (as defined herein), including the Eligible Public Improvements (as defined in the hereinafter defined Redevelopment Agreement); and

WHEREAS, the Authority is responsible for carrying out the Urban Renewal Plan for the Miner's Village Urban Renewal Project (as more particularly defined herein, the "**Urban Renewal Plan**") in the Urban Renewal Area (as more specifically identified in the Urban Renewal Plan, the "**Urban Renewal Area**"); and

WHEREAS, the District is located partially within the boundaries of the Urban Renewal Area; and

WHEREAS, the Authority, Evergreen Devco, Inc., a California corporation, and Evergreen-Hwy 52 & Colorado, L.L.C., an Arizona limited liability company, have previously entered into that certain Redevelopment and Reimbursement Agreement (Evergreen Devco, Inc. – Miner's Village Urban Renewal Area), dated as of October 23, 2023 (the "**Original Redevelopment Agreement**"), as supplemented and amended by that certain First Amendment to Redevelopment and Reimbursement Agreement (Evergreen Devco, Inc. – Miner's Village Urban Renewal Area), dated as of March 4, 2026 (the "**First Amendment to Redevelopment Agreement**"), by and between the Authority and Evergreen Devco (collectively, the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Authority previously approved a tax increment plan for the reimbursement of Eligible Costs (as defined in the Redevelopment Agreement) from certain Available Property Tax Increment Revenues (as defined herein) authorized to be received by the Authority pursuant to the Urban Renewal Plan during the TIF Term (as defined herein); and

WHEREAS, the District previously issued its Limited Tax General Obligation and Special Revenue Bonds, Series 2023 (the "**Series 2023 Bonds**") pursuant to that certain Indenture of Trust, dated December 7, 2023 (the "**Original Indenture**"), by and between the District and BOKF, N.A., as trustee thereunder (the "**Trustee**"), as supplemented and amended by that certain First Supplemental Indenture of Trust (the "**First Supplemental Indenture**" and, together with the Original Indenture, the "**2023 Indenture**"), dated on or about March 2026, by and between the District and the Trustee; and

WHEREAS, a portion of the proceeds of the Series 2023 Bonds were used to finance the costs of certain Eligible Public Improvements; and

WHEREAS, the District previously entered into that certain Authority Pledge Agreement, dated as of December 7, 2023 (the "**Original Authority Pledge Agreement**" and, together with the First Amendment to Pledge Agreement, the "**Authority Pledge Agreement**"), by and between the Authority and the District, pursuant to which the Authority previously assigned the Available Property Tax Increment Revenues (as defined in the Redevelopment Agreement) to the District to secure repayment of the Series 2023 Bonds and any additional obligations that may be issued by the District in the future (as more particularly defined therein, the "**Additional Obligations**" and, together with the Series 2023 Bonds, the "**District Obligations**") and to secure the Operations Deduction (as defined in the 2023 Indenture) set forth under the 2023 Indenture; and

WHEREAS, pursuant to Sections 6.12 and 7 of the Redevelopment Agreement, the Authority agreed to transfer Pledged Revenues to the District to secure bonds or other evidence of indebtedness issued or incurred by the District to finance or refinance the Eligible Costs (as defined in the Redevelopment Development), which Eligible Costs are not to exceed the Maximum Eligible Costs Amount (as defined in the Redevelopment Development), all as more particularly described in and subject to the terms and provisions of the Redevelopment Agreement; and

WHEREAS, the District now desires to issue its Subordinate Special Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") pursuant to that certain Subordinate Indenture of Trust, dated on or about March 25, 2026 (the "**2026 Indenture**"), by and between the District and BOKF, N.A., as trustee thereunder in order to finance the costs of certain additional Eligible Public Improvements, which Series 2026 Bonds shall constitute Additional Obligations under the Authority Pledge Agreement and shall have a Subordinate Operations Deduction (as defined in the 2026 Indenture) set forth under the 2026 Indenture which shall be secured under the Authority Pledge Agreement; and

WHEREAS, the Original Authority Pledge Agreement contained certain definitions which were defined by reference back to the 2023 Indenture for the Series 2023 Bonds and the Authority and the District now desire to directly provide the definitions within the body of the Original Authority Pledge Agreement in the event that any other District Obligations are ever issued by the District in the future and/or the 2023 Indenture for the Series 2023 Bonds is ever defeased; and

WHEREAS, the Original Authority Pledge Agreement provided that the term "Property" shall have the meaning set forth in the Redevelopment Agreement; and

WHEREAS, due to a scrivener's error, the term "Property" was not defined in the Redevelopment Agreement and the Authority and the District now desire to cure such ambiguity and define the term "Property" to the correct reference set forth in the Redevelopment Agreement; and

WHEREAS, Section 5.06(e) of the Original Authority Pledge Agreement provides that the Original Authority Pledge Agreement may be amended or supplemented by the parties, that any such amendment or supplement must be in writing, must be executed by all parties, and must be in conformance with the requirements set forth in Article X of the 2023 Indenture relating to the Original Authority Pledge Agreement and/or any similar requirements set forth in any Governing Instruments relating to any Additional Obligations; and

WHEREAS, Article X of the 2023 Indenture relating to Series 2023 Bonds and the Original Authority Pledge Agreement provides that the Original Authority Pledge Agreement may be amended, changed or modified by the Authority and the District without the consent of or notice to the registered owners (the "**Owners**") of any Bonds as shown on the registration books maintained by the Trustee if such amendment, change or modification is required by the provisions of the Original Authority Pledge Agreement or the 2023 Indenture; is for the purpose of curing any ambiguity or formal defect or omission, including, without limitation, ministerial errors, so long as such cure does not materially adversely affect the interests of the Owners of the Bonds; or is made in connection with any other change therein which, in the reasonable judgment of the Trustee upon the advice of counsel, is not to the material prejudice of the Trustee or the Owners of the Series 2023 Bonds; and

WHEREAS, the District is not a party to the Redevelopment Agreement, but is a party to the Original Authority Pledge Agreement, and the Authority and the District now desire to enter into this First Amendment to Pledge Agreement in order to further effectuate the pledge of the Pledged Revenues by the Authority to the District under the Redevelopment Agreement with respect to the Series 2026 Bonds and the Subordinate Operations Deduction set forth in the 2026 Indenture; to clarify, and set forth, certain terms in the Original Authority Pledge Agreement directly in the body thereof for ease and to prevent ministerial errors in the event that the 2023 Indenture for the Series 2023 Bonds is ever defeased; and to cure the ambiguity and ministerial error with respect to the term "Property" set forth in the Original Authority Pledge Agreement and to define the term "Property" to the correct reference set forth in the Redevelopment Agreement; and

WHEREAS, all capitalized terms used and not otherwise defined in this First Amendment to Pledge Agreement shall have the meanings ascribed to them in the Original Authority Pledge Agreement unless specifically amended herein; and

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions. Except as modified by this First Amendment to Pledge Agreement, all words and phrases defined in the Original Authority Pledge Agreement shall have the same meaning in this First Amendment to Pledge Agreement.

Section 1.02. Authority. This First Amendment to Pledge Agreement is executed pursuant to the provisions of the Original Authority Pledge Agreement, Article X of the 2023 Indenture relating to the Series 2023 Bonds, and any similar requirements set forth in any Governing Instruments relating to any Additional Obligations.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments.

(a) The following definitions set forth in Section 1.02 of the Original Authority Pledge Agreement are hereby amended and restated as follows:

"*Additional Obligations*" means any Senior Bonds, any Subordinate Bonds and any Junior Subordinate Bonds, each as defined in the Indentures. In addition, an obligation shall not constitute an Additional Obligation hereunder unless (i) it will be issued: (A) in denominations of not less than $500,000 each, or (B) to "accredited investors" as defined in Section 11-59-110(1)(g), C.R.S., unless an exemption from the registration requirements of the Colorado Municipal Bond Supervision Act, or any successor statute, is otherwise available; AND (ii) it will initially (A) be issued to financial institutions or institutional investors, or in a manner otherwise satisfying one of the conditions of Section 32-1-1101(6)(a), C.R.S., or (B) will constitute a refunding or restructuring contemplated by Section 32-1-1101(6)(b), C.R.S. The term "Additional Obligations" does not include any obligations that are payable only on an annual appropriation basis at the discretion of the District. Furthermore, in connection with the issuance of the Series 2023 Bonds and any Additional Obligations, the Redevelopment Agreement provides that the Authority is to transfer Pledged Revenues to the District to secure such bonds or other evidence of indebtedness issued or incurred by the District if such bonds or other evidence of indebtedness is issued or incurred by the District to finance or refinance the Eligible Costs, which Eligible Costs are not to exceed the Maximum Eligible Costs Amount, all as more particularly described in and subject to the terms and provisions of the Redevelopment Agreement.

"*Agreement*" or "*Authority Pledge Agreement*" means, collectively, the Original Authority Pledge Agreement and the First Amendment to Pledge Agreement, as the same may be supplemented and amended from time to time in accordance with the provisions hereof, thereof and the applicable Governing Instruments.

"*Effective Date*" means (a) with respect to the Original Authority Pledge Agreement, the date of the Original Authority Pledge Agreement and (b) with respect to the First Amendment to Pledge Agreement, the date of the First Amendment to Pledge Agreement.

"*Indenture*" or "*2023 Indenture*" means the Indenture of Trust dated December 7, 2023 by and between the District and the Trustee pursuant to which the Series 2023 Bonds were issued, as the same may be supplemented or amended from time to time in accordance with the provisions thereof.

"*Property*" shall have the meaning set forth with respect to the term Project Property in the Redevelopment Agreement.

(b) The following new definitions are hereby added to Section 1.01 of the Original Authority Pledge Agreement as follows:

"*2026 Indenture*" shall have the meaning set forth in the recitals hereto.

"*First Amendment to Pledge Agreement*" means that certain First Amendment to Pledge Agreement, dated as of March 4, 2026, by and between the Authority and the District, as the same may be amended from time to time in accordance with the provisions hereof, thereof and the applicable Governing Instruments.

"Indentures" means, collectively, the 2023 Indenture and the 2026 Indenture.

"Original Authority Pledge Agreement" means that certain Pledge Agreement, dated as of December 7, 2023, by and between the Authority and the District, as the same may be amended from time to time in accordance with the provisions thereof and the applicable Governing Instruments.

"*Series 2026 Bonds*" shall have the meaning set forth in the recitals hereto.

"*Subordinate Operations Deduction*" shall have the meaning set forth in the 2026 Indenture.

(c) Section 2.02(a) of the Original Authority Pledge Agreement is hereby amended and restated as follows:

> "(a) ***Pledge of Pledged Revenues under Redevelopment Agreement to the District***. The Authority hereby pledges the Authority's right, title and interest in and to the Pledged Revenues to the District for the purpose of paying and securing the Series 2023 Bonds pursuant to the Indenture and any Additional Obligations which may be issued by or on behalf of the District in the future

(collectively, the "District Obligations") and to secure the Operations Deduction set forth under the Indenture and the Subordinate Operations Deduction set forth under the 2026 Indenture. The lien of the District on the Pledged Revenues shall constitute a first priority and exclusive lien thereon. The District shall pledge its interest in and to the Pledged Revenues to the Trustee under the Indenture and any other applicable Governing Instrument for the benefit of the Bondholders of the Series 2023 Bonds and any other Additional Obligations Outstanding from time to time, and the pledge of the Pledged Revenues to the various District Obligations Outstanding from time to time shall have the priority set forth in the applicable Governing Instruments."

(d) Section 2.03 of the Original Authority Pledge Agreement is hereby amended and restated as follows:

"**Section 2.03. Covenant of Further Assurances**. The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as the District or the Trustee may reasonably require for the better assuring, transferring, and pledging unto the District the Pledged Revenues to secure repayment of the District Obligations and to secure the Operations Deduction set forth under the Indenture with respect to the Series 2023 Bonds and the Subordinate Operations Deduction set forth under the 2026 Indenture with respect to the Series 2026 Bonds."

(e) Section 2.04 of the Original Authority Pledge Agreement is hereby amended and restated as follows:

"**Section 2.04. Survival of Payment Obligation**. The obligations of the Authority under the Redevelopment Agreement and this Agreement to enforce and remit the Pledged Revenues in accordance herewith in order to secure repayment of the District Obligations and to secure the Operations Deduction set forth under the Indenture with respect to the Series 2023 Bonds and the Subordinate Operations Deduction set forth under the 2026 Indenture with respect to the Series 2026 Bonds shall constitute the "Payment Obligation" of the Authority, but only for so long as such revenues are authorized to be remitted to the special fund of the Authority under the Urban Renewal Plan. In addition, and without limiting the generality of the foregoing, the Payment Obligation of the Authority shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of the District to properly disclose, pursuant to Colorado law, any potential conflicts of interest related hereto in any way."

ARTICLE III

MISCELLANEOUS

Section 3.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the Authority's pledge under this First Amendment to Pledge Agreement to the District of the

Pledged Revenues for the purpose of securing its Payment Obligation under the Agreement shall be governed by Section 11-57-208, C.R.S. and the Agreement. The Pledged Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

Section 3.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209, C.R.S., if a member of the Authority or any officer or agent of the Authority acts in good faith, no civil recourse shall be had against such member, officer, or agent for payment or performance of the Authority's Payment Obligation hereunder. Such recourse shall not be available either directly or indirectly against the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this First Amendment to Pledge Agreement and as a part of the consideration hereof, the District and, by execution of the Indenture and any other Governing Instrument, the Trustee, each, for themselves and on behalf of the Bondholders from time to time, specifically waive any such recourse.

Section 3.03. Conclusive Recital. Pursuant to Section 11-57-210, C.R.S., this First Amendment to Pledge Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and this recital is conclusive evidence of the validity and the regularity of this First Amendment to Pledge Agreement after its delivery for value.

Section 3.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this First Amendment to Pledge Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 3.05. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this First Amendment to Pledge Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This First Amendment to Pledge Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this First Amendment to Pledge Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this First Amendment to Pledge Agreement.

(b) If any term or provision of this First Amendment to Pledge Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this First Amendment to Pledge Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this First Amendment to Pledge Agreement. If any provision or part thereof of this First Amendment to Pledge Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This First Amendment to Pledge Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties; provided, however, that the District shall be entitled to pledge all right, title and interest of the District in and to this First Amendment to Pledge Agreement to the Trustee in order to secure repayment of the District Obligations.

(d) This First Amendment to Pledge Agreement shall be governed by and construed under the applicable laws of the State of Colorado.

(e) This First Amendment to Pledge Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing, must be executed by all parties, and must be in conformance with the requirements set forth in Article X of the Indenture relating to this Agreement and/or any similar requirements set forth in any Governing Instruments relating to any Additional Obligations.

(f) Each party has participated fully in the review and creation of this First Amendment to Pledge Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this First Amendment to Pledge Agreement. The language in this First Amendment to Pledge Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This First Amendment to Pledge Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this First Amendment to Pledge Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) Each of the Authority and the District shall have the right to access and review each other’s records and accounts, on reasonable times during each of the Authority’s and the District's regular office hours, for purposes of determining compliance by each of the Authority and the District with the terms of this First Amendment to Pledge Agreement. Such access shall be subject to the provisions of Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(j) The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 3.06. Effective Date and Termination Date. This First Amendment to Pledge Agreement shall become effective on the Effective Date and, subject to the provisions of Section 2.02(c) of the Original Authority Pledge Agreement, shall remain in effect until the Termination Date unless earlier terminated pursuant to mutual written agreement of the Authority and the District; provided, however, that if any District Obligations are Outstanding, any such earlier termination of this Agreement shall be subject to the applicable provisions of all Governing Instruments then in effect. On the Termination Date, this First Amendment to Pledge Agreement shall be deemed fully satisfied, all obligations of the parties hereto shall be discharged, and this First Amendment to Pledge Agreement shall terminate and no longer be of any force or effect.

Section 3.07. Requirements Met. All requirements of the Original Authority Pledge Agreement and Article X of the Indenture relating to the Series 2023 Bonds and all conditions precedent for execution and delivery of this First Amendment to Pledge Agreement have been satisfied.

Section 3.08. First Amendment to Pledge Agreement Construed with Original Authority Pledge Agreement. All of the provisions of this First Amendment to Pledge Agreement shall be deemed to be and construed as part of the Original Authority Pledge Agreement to the same extent as if fully set forth therein.

Section 3.09. Original Authority Pledge Agreement as Supplemented and Amended to Remain in Effect. Save and except as expressly supplemented and amended hereby, the Original Authority Pledge Agreement shall continue in full force and effect.

Section 3.10. Confirmation of Actions. All action (not inconsistent with the provisions of this First Amendment to Pledge Agreement) heretofore taken by each of the District and the Authority, directed toward the transactions contemplated by this First Amendment to Pledge Agreement is hereby ratified, approved and confirmed.

Section 3.11. Representations. Each party hereto hereby represents and warrants that it has been duly authorized to execute this First Amendment to Pledge Agreement (including obtaining all necessary consents), that this First Amendment to Pledge Amendment has been validly executed, and that, as applicable, the Original Authority Pledge Agreement, as hereby amended, constitutes a valid and binding obligation enforceable against each such party in accordance with its terms.

[End of First Amendment to Pledge Agreement; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the authorized officers of the Authority and the District have executed this First Amendment to Pledge Agreement as of the day and year first above written.

FREDERICK URBAN RENEWAL AUTHORITY

By__________________________________
Chair

Attest:

____
Secretary/Executive Director

SILVERSTONE METROPOLITAN DISTRICT NO. 3

By__________________________________
President

Attest:

____
Secretary

[Signature Page to First Amendment to Pledge Agreement]