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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the "Agreement") is made by and between Plaintiffs Buffy Bruns, Jeanie Chase, Bill Connor, and Marva Lysaker, (collectively "Representative Plaintiffs") on behalf of themselves and the Settlement Class Members and Defendants Avondale Apartments LLLP ("Avondale"), Del Norte Neighborhood Development Corporation ("Del Norte"), Silva Management Partners, LLC ("Silva"), and Ross Management LMG LLC, d/b/a Ross Envolve ("Ross"), (collectively "Defendants"), through their respective counsel, to resolve all claims asserted by Representative Plaintiffs individually and on behalf of all Settlement Class Members against Defendants in the Lawsuit referred to below in I.A. Representative Plaintiffs and Defendants are collectively referred to herein as "the Parties."

I. RECITALS

A. On June 6, 2025, Representative Plaintiffs, on behalf of themselves and all similarly situated persons, filed civil action no. 2025CV32021 ("the Lawsuit") in the Denver District Court for the State of Colorado, and alleged that Defendants are liable for breach of the Colorado Warranty of Habitability Act, breach of contract, breach of fiduciary duty, and violation of the Colorado Fair Housing Act. The First Amended Class Action Complaint was filed on August 1, 2025.

B. Defendants deny all allegations and claims asserted in the Lawsuit.

C. Subject to Court approval, the Parties agree to settle all claims pled in this Lawsuit on behalf of Settlement Classes defined as:

1. Avondale Class: All persons in the United States who, from the date three years prior to the filing of the initial Complaint in this case through the date notice is sent to the Class, leased a residential rental unit at the Avondale Apartment complex, and all adult members of those persons' households who were identified on the lease, had a right to occupy the dwelling unit under the rental agreement, and are adults as of the date notice is provided. All members of the Avondale Class are identified in Exhibit A to this Settlement Agreement.

2. Fair Housing Subclass: All Avondale Class Members who are handicapped as that term is defined by the Colorado Fair Housing Act, and whose handicap impacts their mobility and/or ability to ascend or descend stairs.

D. The Parties have engaged in significant discovery, exchanging thousands of pages of documents. Counsel for Representative Plaintiffs have further obtained hundreds of pages of records through third-party subpoenas and public records requests.

E. Representative Plaintiffs, on behalf of themselves and the classes that they represent, and Defendants desire to fully and finally settle and completely resolve all rights, claims, causes of action, and proceedings, and avoid claims of further litigation by Representative Plaintiffs and Settlement Class Members against Defendants and their present and former officers, directors, shareholders, agents employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, insurers, successors and

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assigns from all claims under Colorado law that were brought or could have been brought in this Lawsuit based on the facts alleged in Representative Plaintiffs' Complaints.

F. Representative Plaintiffs and their counsel have fully analyzed and evaluated the Representative Plaintiffs' class's respective claims and contentions, Defendants' defenses, and this Settlement as it affects the Plaintiffs and the members of the alleged Plaintiffs' class. Plaintiffs and their counsel, after taking into account the foregoing, are satisfied that the terms of this Agreement are a fair, reasonable, adequate, equitable, and complete settlement and resolution of all claims that were plead and that a settlement of the Lawsuit on the terms set forth below is in the best interest of the Representative Plaintiffs' class. This settlement was reached utilizing the mediation services of United States Magistrate Judge Kristin Mix (ret.).

G. This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession of wrongdoing, liability, or unlawful conduct of any kind by any party of the truth or the validity of any allegation, claim, or defense asserted in the Lawsuit or in any other action or proceeding or of any fault, negligence, or breach of any alleged duty on the part of any party, and all such allegations are expressly denied. This Agreement is made without admission of or waiver of any substantive or procedural fact, claim, or defense by any party, and shall not be used in evidence in any judicial or administrative proceeding, except to enforce the terms hereof.

H. This Agreement is subject to, and its effectiveness conditioned upon final approval of this settlement agreement by the Court and the opt-out limitations expressed below.

I. In the event this Agreement is not approved in full, is terminated, or fails to be enforceable, neither the Parties nor the class members will be deemed to have waived this action, their claims, positions, or defenses, including their positions on whether this action is appropriate for class treatment or decertification and all documents exchanged within settlement negotiations will be returned.

II. DEFINITIONS

1. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

a. "Gross Settlement Sum" means the total sum of Two Million Dollars ($2,000,000.00), which is the total financial responsibility to be paid on behalf of Defendants and the Released Parties under the terms of this Settlement Agreement for payment of Settlement Payments to Settlement Class Members, Notice and Administration Expenses, Class Counsel's Approved Fee Award, and Service Award Payments.

b. "Approved Claim(s)" means any Fair Housing Subclass Claim approved by the Settlement Administrator or found to be valid through other means.

c. "Approved Fee Award" means the reasonable attorneys' fees, costs, and expenses awarded by the Court to Counsel for Plaintiffs.

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d. "Avondale Class" means all persons in the United States who, from the date three years prior to the filing of the initial Complaint in this case through the date notice is sent to the Class, leased a residential rental unit at the Avondale Apartment complex, and all adult members of those persons' households who were identified on the lease, had a right to occupy the dwelling unit under the rental agreement, and are adults as of the date notice is provided. All present members of the Avondale Class are identified in Exhibit A to this Settlement Agreement.

The Avondale Class specifically excludes: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants' principals, subsidiaries, parents, successors, predecessors, contractors, and any entity in which the Defendants or their parents have a controlling interest and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel; and (6) the legal representatives, successors, and assignees of any such excluded persons.

e. "Avondale Class List" means the list generated by Defendants containing the full names and current or last known addresses for present Avondale Class Members, which is attached to this Settlement Agreement as Exhibit A.

f. "Avondale Class Member" means any Person who falls within the definition of the Avondale Class.

"Claim" means a claim for Settlement Payments by any Fair Housing Subclass Member under the terms of this Settlement Agreement.

g. "Claimed Settlement Payment(s)" means Settlement Checks successfully negotiated by the recipient.

h. "Claims Administrator," "Settlement Administrator," and/or "QSF Administrator" means CPT Group, the third-party settlement administrator chosen by Class Counsel to provide Notice of the Settlement to the Avondale Class and administer the Settlement, including the QSF, subject to approval of the Court. Defendants, their respective counsel, and their respective insurers bear no responsibility for and assume no risk arising from the choice of CPT Group as Administrator.

i. "Claims Deadline" means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for an Avondale Class Member to be entitled to any of the settlement funds for Fair Housing Subclass Members contemplated by this Agreement. The Claims Deadline shall be sixty (60) days after the Notice Date.

j. "Claim Form" means the form that an Avondale Class Member must complete and submit on or before the Claims Deadline in order to be eligible for the benefits provided to the Fair Housing Subclass. The Claim Form shall be reformatted by the Settlement Administrator as needed.

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k. "Class Counsel" refers to:

Benjamin G. DeGolia
DeGolia Law, PC
2701 Lawrence Street, Suite 116
Denver, CO 80205
benjamin@degolialaw.com

Andrew H. Turner
Milstein Turner, PLLC
2400 Broadway, Suite B
Boulder, CO 80304
andrew@milsteinturner.com
Attorneys for Representative Plaintiffs

l. "Complaints" means the Class Action Complaint filed by Representative Plaintiffs in the Action on June 6, 2025 and the First Amended Complaint filed on August 27, 2025.

m. "Court" means the Denver District Court for the State of Colorado.

n. "Defendants' Counsel" means:

Robert W. Steinmetz, Esq.
Michael T. McConnell, Esq.
Kellsey A. Hansen, Esq.
McConnell Van Pelt, LLC
4700 S. Syracuse St., Suite 200
Denver, CO 80237
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mmcconnell@mvp-legal.com
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Attorneys for Defendants Avondale Apartments, LLLP and Del Norte Neighborhood Development Corporation

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Andrew K. Lavin, Esq.
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Attorneys for Defendant Ross Management LMG, LLC D/B/A Ross Envolve

o. "Defendants" means Silva Management Partners, LLC, Ross Management LMG, LLC D/B/A Ross Envolve, Avondale Apartments, LLLP and Del Norte Neighborhood Development Corporation.

p. "Effective Date of Settlement" or "Effective Date" means the date upon which the Settlement in the Action shall become effective and final, and occurs on the date fifty (50) days after entry of the Order Granting Final Approval of this Settlement Agreement ("Final Approval Order") unless an appeal of that Final Approval Order has been commenced within 49 days after the entry of the Final Approval Order. If an appeal has been so commenced, then the Effective Date shall be the fourteenth day after the entry of any order (i) affirming the trial court's Order and Final Judgment approving the Settlement Agreement, or (ii) otherwise dismissing or resolving any appeal of the trial court's Order and Final Judgment.

q. "Excluded Class Members" means members of the Avondale Class or Fair Housing Subclass who have opted out of benefits under the terms of this settlement agreement.

r. "Final Approval Hearing" means the hearing to determine whether the Settlement of the Lawsuit should be given final approval and whether the applications for Class Counsel's Approved Fee Award and Representative Plaintiff's Service Award Payments shall be approved by the Court.

s. "Lawsuit" means the putative class action lawsuit captioned as BUFFY BRUNS, JEANIE CHASE, BILL CONNER, AND MARVA LYSAKER, individuals on behalf of themselves and all others similarly situated, v.

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AVONDALE APARTMENTS, LLLP, a Colorado limited liability limited partnership, DEL NORTE NEIGHBORHOOD DEVELOPMENT CORPORATION, a Colorado nonprofit corporation, SILVA MANAGEMENT PARTNERS, LLC, a Colorado limited liability company, and ROSS MANAGEMENT LMG, LLC d/b/a ROSS ENVOLVE, a Delaware limited liability company, Case No. 2025CV32021.

t. "Notice" means the form Class Counsel will attach to the Preliminary Approval Motion substantially in the form, included within **Exhibit B**, attached hereto, which is to be mailed to Settlement Class Members via U.S.P.S. First Class Mail, subject to approval by the Court.

u. "Notice and Administration Expenses" means all of the expenses incurred by the Claims Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Fair Housing Subclass Member, administering, calculating and disbursing the benefits made available under this Settlement to Settlement Class Members, and serving as the QSF Administrator. Notice and Administration Expenses also includes all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement, as well as any fees for services related to the QSF, administration thereof, and the payment any tax liability arising from the QSF. Notice and Administration Expenses are to be paid from the Gross Settlement Sum. Class Counsel has retained CPT Group to fully administer this Settlement, with estimated costs of $9,000. To extent the Notice and Administrative Expenses exceed that estimate, they are to be paid from the Gross Settlement Sum.

v. "Notice Date" means the first date upon which the Notice is disseminated.

w. "Notice Deadline" means the last day by which Notice must begin issuing to the Avondale Class Members, and will initially occur thirty (30) days after entry of the Preliminary Approval Order.

x. "Non-Participating Class Member" means Settlement Class Members who fail to negotiate the First Round Settlement Check mailed to them prior to the expiration of that Settlement Check. "Participating Class Members" are those Settlement Class Members who do negotiate the First Round Settlement Check mailed to them prior to the expiration of that Settlement Check.

y. "Objection Deadline" means the deadline for objections to the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.

z. "Opt-Out Deadline" means the deadline for requests to opt-out of the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.

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aa. "Order and Final Judgment" means an order of the Court granting Final Approval of the Settlement and the corresponding Final Judgment.

bb. "Parties" means (i) Representative Plaintiffs, on behalf of themselves and the Avondale Class, and (ii) Defendants.

cc. "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

dd. "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing mailed notice to the Avondale Class Members of the pendency of the Lawsuit and of the Settlement, to be entered by the Court.

ee. "Proposed Fee Award" means the amount of Class Counsel's Fee Award to be presented to the Court for approval, equal to one-third of the Gross Settlement Sum, calculated in the amount of $666,666.67.

ff. "Qualified Settlement Fund" or "QSF" means the trust established by the Settlement Administrator CPT Group, who will serve as QSF Administrator, compliant with the requirements of 26 C.F.R. § 1.468B-l(c), and as approved by the Court in its Final Order and Judgment and subject to the Court's continuing jurisdiction. Class Counsel, Avondale Class Members, their heirs, assigns and representatives shall have no power, receipt or control of any funds in the QSF. Any distribution from the QSF by the QSF Administrator can be done only pursuant to the terms of this Settlement Agreement. Apart from timely Settlement Payment in the total amount of the Gross Settlement Sum, Berkley National Insurance Company shall have no payment obligations for fees and/or costs relating to the QSF or QSF Administrator under any circumstances. Upon deposit of funds to the QSF, Berkley National Insurance Company forever relinquishes all interest and control of the funds remitted to the QSF.

gg. "Released Claims" means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Lawsuit as arising from the operative facts alleged in the Lawsuit, including the Complaints.

hh. "Released Parties" means Defendants, and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, lenders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the

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foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

ii. "Releasing Parties" means the Representative Plaintiffs and Settlement Class Members, and each of their respective heirs, executors, administrators, representative, agents, partners, successors, and assigns.

jj. "Representative Plaintiffs" means Plaintiffs Buffy Bruns, Jeanie Chase, William ("Bill") Conner, and Marva Lysaker, collectively.

kk. "Request for Exclusion" means a written communication by or on behalf of an Avondale Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice, and on or before the Opt-Out Deadline.

ll. "Service Award Payment" means compensation approved by the Court and paid to the Representative Plaintiffs in recognition of their role in the Lawsuit.

mm. "Settlement" means the settlement reflected by this Agreement.

nn. "Settlement Class Member" means any Avondale Class Member or Fair Housing Subclass Member except for Excluded Class Members.

oo. "Settlement Check" or "Settlement Checks" mean the payment(s) to be made via mailed check to a Settlement Class Member.

pp. "Subject Property" means the Avondale Apartment complex located at 3275 W 14th Ave, Denver, Colorado, 80204.

qq. "Unclaimed Payment Funds" means the fund equal to the amounts of the Settlement Checks issued to Non-Participating Settlement Class Members after the First Round or Second Round distribution.

rr. "Unknown Claims" means any of the Released Claims that any Settlement Class Members, including the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived the provisions, right, and benefits conferred by the law of any state, province, or territory of the United States and arising from the facts pled in the Complaints. Nothing in this provision is intended to or shall cause Settlement Class Members to waive any right or benefit conferred by the law of any state, province, or territory of the United States other than those derived from or related to the Released Claims.

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III. TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and releases herein set forth, and intending to be legally bound by the terms set forth in this Agreement, Plaintiffs and Defendants hereby agree as follows:

A. Stipulation of Class Certification.

The Parties stipulate that the following Classes are appropriately certified:

Avondale Class:

All persons in the United States who, from the date three years prior to the filing of the initial Complaint in this case through the date notice is sent to the Class, leased a residential rental unit at the Avondale Apartment complex, and all adult members of those persons' households who were identified on the lease, had a right to occupy the dwelling unit under the rental agreement, and are adults as of the date notice is provided.

All members of the Avondale Class are identified in Exhibit A to this Settlement Agreement.

Fair Housing Subclass:

All Avondale Class Members who are handicapped as that term is defined by the Colorado Fair Housing Act, and whose handicap impacts their mobility and/or ability to ascend or descend stairs.

B. Claims Administrator.

The Parties agree that Class Counsel will propose a Claims Administrator. The Claims Administrator shall be paid in an amount consistent with a quote provided by the Claims Administrator and approved by the Court to be deducted from the Gross Settlement Sum. The Claims Administrator shall (i) oversee the provision of notice to the Class Members, (ii) determine eligibility of any person claiming to be a Fair Housing Subclass Member (iii) oversee, audit, and issue the Settlement Payments to the Settlement Class Members, and (iv) provide a certification to the Court regarding the administration and processing of claims and the issuance of the Settlement Payments to the Settlement Class Members as set forth herein. Plaintiffs have retained CPT Group to administer this Settlement, with estimated costs of $9,000.

C. Settlement Payment.

In full settlement of all claims pled on behalf of the plaintiff class, on behalf of the Defendants, the Gross Settlement Sum payment of Two Million Dollars ($2,000,000.00) shall be made as payment of all sums due under this Settlement Agreement in the manner and amounts described below. This Gross Settlement Sum is inclusive of Class Counsel's Approved Fee Award, Representative Plaintiffs Service Award Payments, and the Notice and Administration Expenses. Defendants assure their insurer, Berkley National Insurance Company, will effectuate payment of the Gross Settlement Sum into the 26 C.F.R. § 1.468B-1 Qualified Settlement Fund established by the Claims Administrator and approved by the Court within fourteen days after the Effective Date

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of this Settlement Agreement as their sole, final and total financial responsibility under this Settlement Agreement.

D. Tax Responsibility.

Representative Plaintiffs and Class Members shall be responsible for their own tax reporting of Settlement Payments or Service Award Payments received under the settlement agreement. Representative Plaintiffs and the Class Members will hold Defendants harmless from any taxes due under the settlement and will indemnify Defendants for any taxes or penalties due under the settlement. Any tax responsibility arising from QSF earnings, if any, is the responsibility of the QSF Administrator.

E. Representative Plaintiff Service Award Payments.

The Representative Plaintiff Service Award Payments shall be drawn from the Gross Settlement Sum described in Section II.C. Within twenty-eight (28) days of the Effective Date of this Agreement, the Claims Administrator will pay each of the Representative Plaintiffs a Service Award Payment in the amount of $7,500.00. The Service Award Payments will be delivered via Federal Express with tracking to Representative Plaintiffs' counsel, Benjamin DeGolia of DEGOLIA LAW P.C. at 2701 Lawrence St., Suite 116, Denver, Colorado 80205. Service Award Payments will be reported on an IRS Form 1099 issued to the Representative Plaintiffs at the conclusion of the tax year in which the Service Award Payments are made.

F. Class Counsel's Approved Fee Award.

The Class Counsel's Approved Fee Award shall be proposed to the Court in the amount of Six Hundred and Sixty-Six Thousand and Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents. ($666,666.67). Class Counsel shall also propose to the Court reimbursement of Class Counsel's litigation expenses. Within twenty-eight days after the later of: (1) the Effective Date; or (2) Defendants' receipt of Class Counsels' Form W-9, Class Counsel's Approved Fee Award, including litigation expenses, in the amount approved by the Court, shall be drawn from the Gross Settlement Sum described in Section II.C. The Claims Administrator will issue each of DEGOLIA LAW P.C. and MILSTEIN TURNER PLLC an IRS Form 1099 from the Qualified Settlement Fund within the time period required by law.

To the extent that the court approves lesser amounts than provided for the Proposed Fee Award amount, the unapproved amounts will be allocated to Settlement Class members.

G. Releases

1. Settlement Class Release

The Representative Plaintiffs, on behalf of themselves, and the Settlement Class(s) they represent, hereby fully and finally releases the Released Parties from the Released Claims.

2. Representative Plaintiffs' Release

In addition, in exchange for receipt of a Service Award Payment, the Representative Plaintiffs settle, waive, release, acquit, disclaim, dismiss with prejudice, and forever discharge the Released

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Parties from any and all obligations, demands, rights, damages, costs, losses, expenses, suits, liabilities, debts, indebtedness, disputes, differences, claims, causes of action, actions at law and/or in equity, whether known or unknown, suspected or unsuspected and which accrued prior to court approval of this Agreement. Nothing in this provision is intended to invalidate or vitiate Representative Plaintiffs' current rental agreements with any Defendant. The Parties' respective duties and obligations under any active rental agreement are ongoing and this provision only releases Defendants from any and all possible claims up to and including the date of court approval of this Agreement.

3. Defendants' Release

Defendants conversely release, acquit, disclaim, dismiss with prejudice, and forever discharge the Representative Plaintiffs from any and all obligations, demands, rights, damages, costs, losses, expenses, suits, liabilities, debts, indebtedness, disputes, differences, claims, causes of action, actions at law and/or in equity, whether known or unknown, suspected or unsuspected and which accrued prior to court approval of this Agreement. Nothing in this provision is intended to invalidate or vitiate Representative Plaintiffs' current rental agreements with any Defendant. The Parties' respective duties and obligations under any active rental agreement are ongoing and this provision only releases Representative Plaintiffs from any and all possible claims up to and including the date of court approval of this Agreement.

Defendants also release, acquit, disclaim, dismiss with prejudice, and forever discharge each other from all claims that were brought or could have been brought in this Lawsuit based on the facts alleged in the Complaints and prior to the Court approval of this agreement and within the timeframes specified by the class definitions.

H. Enforcement of Agreement

Should any party sue to enforce the terms of this Agreement, the prevailing party in such enforcement action shall be entitled to recover its reasonable attorney's fees and costs incurred in bringing such enforcement action from the party in breach.

I. Non-Disparagement.

Representative Plaintiffs agree that they shall not make any reckless, malicious and untrue statements of fact, or untruthful statements designed to cause financial or reputational harm to Defendants, including, but not limited to, comments or statements about Defendants' former or current employees, shareholders, officers, directors, representatives, or board members. Representative Plaintiffs will not grant interviews concerning Defendants' former or current employees, shareholders, officers, directors, representatives, or board members to, or publish negative opinions concerning the other Party in, any news or media sources, including newspapers, radio networks or stations, television networks or stations, or any social media sites, public services review sites, or virtual communities, such as FaceBook, LinkedIn, Twitter, YourHub, Yelp, or blogs.

Defendants agree that the below identified personnel shall not make any reckless, malicious and untrue statements of fact, or untruthful statements designed to cause financial or reputational harm to Representative Plaintiffs. As for Avondale and Del Norte, the personnel is Del Norte's Board

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President Debbie Ortega; as to Silva, the personnel is Alfonso Silva; as to Ross, the personnel are Brian Hicks, Anthony Krone, and Booke Parra.

It is expressly understood and agreed that this non-disparagement provision is an essential provision of this Agreement, and includes comments or statements made to current or former Defendants' and Defendants' affiliate employees, contractors, clients, and customers. The Parties agree that failure to comply with this section I shall be deemed a material breach of the Agreement and the prevailing party shall be entitled to damages and attorney's fees in enforcing this provision. The Parties have the right to enforce this Agreement, or any provision thereof, and, as necessary for interim or injunctive relief, by filing any appropriate motion or proceeding.

The Parties agree that this non-disparagement provision is not intended to waive any claims or rights that cannot be waived as a matter of law. Nothing herein prohibits Representative Plaintiffs from filing a charge with or participating in any investigation undertaken by a government agency, except that Representative Plaintiffs hereby waive any rights to recover any money in connection with such a charge or investigation with respect to released claims, whether filed by Representative Plaintiffs or on their behalf by another person or entity.

J. No Representations

This document constitutes the entire agreement between the Parties. This Agreement controls over any prior communications regarding the matters contained herein between the signatories hereto or their representatives. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement.

K. Consent.

All Parties have carefully read this Agreement, and the contents hereof are known and understood by all Parties. The Parties have each received independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. Prior to the execution of this Agreement by each party, each party's attorney has reviewed the Agreement, and each party acknowledges that such party has executed the Agreement after independent investigation and without fraud, duress, or undue influence.

L. Successors.

Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective Parties to this Agreement.

M. Negotiated Agreement.

This Agreement and each of its terms constitutes a negotiated contract and not merely a recital and are the result of negotiation among the Parties. In interpreting this Agreement, there shall not be a presumption of interpretation against any party.

N. Warranty of Authority.

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Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign it.

O. Applicable Law.

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the domestic laws of the State of Colorado without regard to conflicts of laws principles.

P. Further Actions.

The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained herein in the manner contemplated hereby. The Parties mutually agree to cooperate to ensure the expeditious approval and administration of this settlement.

Q. Modifications.

As approved by the Court, this Agreement may not be modified in whole or in part, except by an agreement in writing signed by all Parties and executed in the same manner as this Agreement.

R. Execution.

This document may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

S. Entire Agreement.

This Agreement and the exhibits hereto embody the entire agreement and understanding of the Parties hereto with respect to the subject matter contained herein and is a fully integrated contract.

IV. SETTLEMENT PROCEDURE

A. Preliminary Court Approval.

On or before October 12, 2026, Class Counsel shall file an unopposed Motion for Preliminary Approval of this Settlement Agreement, pursuant to C.R.C.P. 23(e). Class Counsel's Motion shall seek a Preliminary Approval Order granting preliminary approval of the terms of this agreement and of the proposed class notice and opt-out forms attached hereto as Exhibit B.

B. Defendant Provides Final Avondale Class List to Class Counsel.

Within three business days after the Court enters a Preliminary Approval Order, Del Norte will provide the final Avondale Class List to receive Notice to Class Counsel. To the extent, if any, that the information on Exhibit A has changed since the filing of the Motion for Preliminary Approval, the change(s) will be reflected on the final Avondale Class List.

C. Settlement Administrator Mails Rule 23 Class Notice.

Within twenty-one (21) days after the Court enters a Preliminary Approval Order, the Settlement Administrator shall mail an individualized copy of the Notice and opt-out form attached to this

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Agreement as Exhibit B to each identified Avondale Class Member. Any Notice returned as undeliverable shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall perform a standard electronic search, including, but not limited to, reviewing the National Change of Address Registry to attempt to determine the most current mailing address and shall resend the Notice to that address. The Parties agree that the deadlines contained herein shall not be extended for Avondale Class Members whose Notices were returned as undeliverable and re-mailed pursuant to this paragraph. No Class Member shall be subject to any coercion or retaliation of any kind based on their decision to participate or not to participate in or claim funds provided by this Settlement Agreement.

D. Notice/Exclusion Period.

The notice period will run for sixty (60) days after the Settlement Administrator mails Notice to the Class Members. Anyone who wishes to be excluded from the Settlement Class must complete and return the Opt-Out form (Exhibit B) to the Settlement Administrator prior to expiration of the Opt-Out Deadline. Those potential Rule 23 Class Members who opt out or exclude themselves from this Settlement Agreement within the Opt-Out Deadline will become Excluded Class Members. With fourteen (14) days of expiration of the Opt-Out Deadline, the Settlement Administrator will identify the Excluded Class Members, if any, and provide a list of Excluded Class Members to Class Counsel and Counsel for Defendants.

E. Fair Housing Subclass – Funds Allocation, Distribution, and Pour Over

The Notice provided to all identified Avondale Class Members shall inform all class members that they may come forward with documentation of a disability qualifying under the definition of the Fair Housing Subclass to claim a payment as a member of the Fair Housing Subclass. An Avondale Class Member claiming eligibility as a member of the Fair Housing Subclass shall have 60 days from the Notice Date to provide documentation of their qualifying disability. $141,823.51 of the Gross Settlement Sum shall initially be allocated to funds for Settlement Class Members from the Fair Housing Subclass. $70,911.75 of the fund shall be distributed evenly between qualified Fair Housing Subclass members. $70,911.76 will be distributed proportionally based on the months of residency divided by the total number of months June 2022 through the month notice is issued. The total payment to any individual Fair Housing Subclass member cannot exceed $10,000, and any amount over that threshold shall pour over into the funds for the Avondale Class fund. After the first round of Settlement Payments, any residual funds from the initial Fair Housing Subclass allocation shall pour over into the funds remaining for payments to Settlement Class Members of the Avondale Class during the second-round payment distribution.

F. Excluded Class Members.

Those Excluded Class Members who opt out or exclude themselves from this Settlement Agreement will not be entitled to any compensation provided by this Settlement Agreement. They will release no claims nor rights as a result of this Settlement Agreement.

G. Opt-Out Thresholds

This Settlement is contingent on (1) less than 11 people who fall within the Avondale Class opting out of Settlement and (2) less than a specified number of individuals opting out of the Fair Housing

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Subclass dependent on its size as explained below. As to the Avondale Class, if the total of Excluded Class Members of the Avondale Class exceeds 11, this Settlement is void.

As to the Fair Housing Subclass, if the total Fair Housing Subclass size is 10 or fewer members then 3 or more Excluded Class Members from the Fair Housing Subclass will render this Settlement void. If the total Fair Housing Subclass size is 11-50 members, then 5 or more Excluded Class Members from the Fair Housing Subclass will render this Settlement void. If the total Fair Housing Subclass size is 51-100 members, then 7 or more Excluded Class Members from the Fair Housing Subclass will render this Settlement void. If the total Fair Housing Subclass size exceeds 100 members, then 11 or more Excluded Class Members from the Fair Housing Subclass will render this Settlement void.

H. Settlement Class Members.

All Avondale Class Members and Fair Housing Subclass Members who do not opt out or exclude themselves from this Settlement Agreement ("Settlement Class Members") will be entitled to Settlement Payments in the approximate minimum gross individual amount determined by the Settlement Administrator as follows. The amount distributed to each Settlement Class Member from the Gross Settlement Sum will be based on the number of months they resided at Avondale during the class period. The net settlement fund (less Class Counsel's Approved Fee Award, Representative Plaintiffs' Service Award Payments, Notice and Administration Expenses, and Fair Housing Subclass payments) will be divided by the total months of residency of all Settlement Class Members to determine the exact dollar amount per month of residency. That figure will be multiplied by each of the approved Settlement Class Member's months of residence to determine the total amount to be allocated to each of the Settlement Class Members.

I. Objections to Settlement Agreement.

Any Settlement Class Member, other than the Representative Plaintiffs, may object to this Settlement Agreement either in writing or by appearing at the Fairness Hearing. To be considered by the Court, written objections must be made in writing, sent to the Settlement Administrator, and postmarked on or before the date to object set by the Court.

J. Final Court Approval

1. Unopposed Motion for Final Approval of Settlement Agreement.

Following the conclusion of all notice periods, Class Counsel shall prepare and file an Unopposed Motion for Final Approval of the Settlement Agreement. Class Counsel will file this Motion within ninety (90) days of preliminary approval, or as ordered by the Court. Class Counsel shall file with that motion a declaration outlining the completion of the notice plan. Class Counsel shall also file with that motion the lists of the names of (1) Excluded Class Members, and (2) the Rule 23 Class Members who submitted objections as provided in the Notice. The motion for Final Approval will apply to the Court for an Order and Final Judgment approving the Settlement Agreement as fair, adequate and reasonable, and will submit a proposed Final Order and Judgment that accomplishes the following:

1. Approves the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

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2. Approves Representative Plaintiff Service Award Payments to the Representative Plaintiffs in recognition of their role in advancing the interests of the class;
3. Approves Class Counsel's Proposed Fee Award Amount, including Class Counsel's proposed attorney fee of $666,666.67 and Class Counsel's litigation expenses;
4. Excludes from the Settlement Class those individuals who properly and timely have requested exclusion;
5. Pursuant to 26 C.F.R. § 1.468B-l(c), approves and retains jurisdiction over the QSF established by the Settlement Administrator, who will serve as QSF Administrator; and
6. Dismisses the Lawsuit on the merits and with prejudice and permanently bars all Class Members from prosecuting any claims released by the terms of this Settlement Agreement.

2. Final Fairness Hearing.

The Court will hold a fairness hearing to hear any objections to and consider the fairness and adequacy of this Settlement Agreement pursuant to C.R.C.P. 23(e). In their Motion for Preliminary Approval, Class Counsel will ask the Court to set this hearing so that its date and time may be published to the class in the Class Notice approved by the Court.

3. Order and Final Judgment

Should the Court grant the Representative Plaintiffs' Unopposed Motion for Final Approval of Settlement Agreement, the Class Members' and the Representative Plaintiffs' Releases provided herein shall become effective and Settlement Checks shall be distributed pursuant the procedure outlined below.

4. Effective Date of Settlement Agreement.

This Agreement shall become effective on the fiftieth day after entry of the Order and Final Judgment, unless an appeal of the Order and Final Judgment has been noticed before the Effective Date. If an appeal of the Order and Final Judgment has been noticed before the Effective Date, then the Effective Date shall be the fourteenth day after the entry of any order (i) affirming the trial court's Order and Final Judgment approving the Settlement Agreement, or (ii) otherwise dismissing or resolving any appeal of the trial court's Order and Final Judgment.

K. Distribution of Settlement Checks

1. Settlement Administrator Sends First Round Settlement Checks.

The Settlement Administrator shall send initial Settlement Checks to each Settlement Class Member within twenty-eight (28) days after the Effective Date of this Agreement. The Settlement Checks shall be mailed to each Settlement Class Member at their last known address, as updated by the Settlement Administrator during the course of the notice process. These checks shall be written to expire ninety (90) days after the date of mailing. The Settlement Administrator, by and through the Qualified Settlement Fund, will issue any information returns required by law.

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2. Settlement Administrator Delivers Service Award Payments to Representative Plaintiffs.

The Settlement Administrator shall Fedex with tracking the Representative Plaintiffs' approved Service Award Payment within twenty-eight (28) days after the Effective Date of this Agreement.

3. Settlement Administrator Provides Class Counsel With Images of All Settlement Checks Issued to Class Members.

Thirty-Five (35) days after the Effective Date of this agreement, the Settlement Administrator shall provide Class Counsel with an image of each Settlement Check issued to any Class Member pursuant to this Settlement Agreement.

4. Settlement Administrator Reports Payment Funds to Class Counsel:

The Settlement Administrator shall report all details concerning each uncashed Settlement Check and the total sum of Unclaimed Payment Funds to Class Counsel within One Hundred Twenty-Nine (129) days after the Effective Date of this Agreement.

L. Second-Round Distribution to Participating Class Members.

All Unclaimed Payment Funds shall be redistributed among the Participating Settlement Class Members in a Second-Round Distribution. The Unclaimed Payment Funds shall be divided among the Participating Settlement Class Members proportionate to the percentage of First Round Claimed Settlement Payments their individual claim constituted.

1. Class Counsel Provides Second-Round Distribution Information to Settlement Administrator.

Within one hundred thirty-nine (139) days after the Effective Date of this Agreement, the Settlement Administrator shall provide to Class Counsel (a) a list of Settlement Class Members, (b) the percentage of total First-Round Claimed Settlement Payments attributable to each Settlement Class Member, and (c) the amount of Unclaimed Payment Funds from the First Round Distribution to be redistributed to each of the Settlement Class Members as a Second-Round Payment.

2. Class Administrator Sends Second-Round Settlement Checks to Settlement Class Members.

Within one hundred forty-nine (149) days after the Effective Date of this Agreement, Class Administrator shall mail a Second-Round Settlement Check to each of the Settlement Class Members whom Class Counsel has identified, except that the funds due in amounts less than $20.00 to a given Settlement Class Member shall instead be reserved for cy pres, as set forth below. Such Second-Round Settlement Checks will be written to expire ninety (90) days after mailing. These payments will be issued directly to the Settlement Class Members by mail to their last known addresses. The Settlement Administrator, by and through the Qualified Settlement Fund, will issue any information returns required by law.

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3. The Class Administrator Provides Class Counsel With Images of All Second-Round Settlement Checks Issued to Settlement Class Members.

One hundred sixty-four (164) days after the Effective Date of this agreement, the Class Administrator shall provide Class Counsel with an image of each Second-Round Settlement Check issued to any Class Member pursuant to this Settlement Agreement.

4. Second-Round Settlement Checks Expire:

Two hundred thirty-nine (239) days after the Effective Date of this Settlement Agreement, the Second-Round Settlement Checks will expire.

M. Residual Funds

1. Calculation of Cy Pres Funds.

Within two hundred forty-four (244) days after the Effective Date of this Agreement, the Class Administrator will report to Class Counsel the final total amount of Unclaimed Payment Funds, which were not negotiated prior to expiration. This amount, combined with those second distribution amounts less than $20.00 previously reserved for cy pres will constitute the total cy pres funds.

2. Remittance of Cy Pres Funds

Within two hundred sixty-four (264) days after the Effective Date of this Agreement, the Class Administrator will send not less than 50% of cy pres funds to The Colorado Lawyer Trust Account Foundation, pursuant to C.R.C.P. 23(g)(2). Any remaining cy pres funds will be remitted to an organization based in Colorado associated with low-income housing and/or tenants' rights and not possessing a contract with any party or counsel, as selected by Class Counsel and proposed in the Unopposed Motion for Preliminary Approval.

3. The Class Administrator Provides Class Counsel With Images of Cy Pres Check(s):

Two hundred seventy-one (271) days after the Effective Date of this agreement, the Class Administrator shall provide Class Counsel with an image of the check(s) providing the cy pres funds to the designated recipient(s).

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PLAINTIFFS' SIGNATURES

IN WITNESS WHEREOF, Plaintiffs hereby execute this Agreement.

Approved as to form:

Benjamin DeGolia
Counsel for Plaintiffs & Proposed Classes

Buffy Bruns Date: 9.14.2026

Jeanie Chase Date: 9-14-2026

Bill Conner Date: 9/14/26

Marva ("Freda") Lysaker Date: 9/14/26

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DEFENDANTS' SIGNATURES

Signed by:
Deborah L. Ortega
CD4D291462754A8...

September 19, 2026

Deborah L. Ortega
Board President, Del Norte Neighborhood Development Corporation
on behalf of Del Norte Neighborhood Development Corporation
and Avondale Apartments, LLLP

Signed by:
Brooke Parra
FA431906BEBD41C...

September 21, 2026

Brooke Parra
Co-President, Ross Management LMG on behalf of Ross Management LLC d/b/a Ross Evolve

Signed by:
Alfonso Silva
055195728735E4DC...

September 21, 2026

Alfonso Silva
CEO, Silva Management Partners on behalf of Silva Management Partners LLC