

EXHIBIT A



Urban Renewal Authority
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August 12, 2026

Mr. J. Marc Hendricks and Mr. Ted Featherstone
Bristlecone Apartments 2026 LP
16 Inverness Place East, Building A, Suite 100
Englewood, CO 80112

RE: Term Sheet – Bristlecone Affordable Housing Development

Dear Mr. Hendricks and Mr. Featherstone,

Thank you for the opportunity to discuss the financing structure needed to complete the Low Income Housing Tax Credit (“LIHTC”), affordable housing development (the “**Project**”), located in Fort Collins, Colorado. The terms and conditions presented herein represent those under which the project loan application is eligible. Final approval of the proposal is solely at the discretion of the Fort Collins URA Board of Commissioners and will be based on the availability of funds.

SUMMARY OF PROPOSED TERMS AND CONDITIONS

1. **Lender:** Fort Collins Urban Renewal Authority.
2. **Borrower:** Bristlecone Apartments 2026 LP, a Colorado limited partnership.
3. **Administrator:** Lender.
4. **Loan Amount:** \$2,000,000 (Two Million Dollars and No Hundreds) (the “**Total Loan Amount**”).
5. **Loan Purpose:** Borrower will use the loan proceeds for construction or as gap financing for 112 income-restricted units (the “**Project**”).
6. **Property:** The real property located at the intersection of Bristlecone Drive and (future) Red Cedar Circle, just east of North College Avenue in Fort Collins, Colorado (the “**Property**”). The Property is identified as Larimer County parcel # 9701241001.
7. **Closing:** Occurs upon the exchange of all executed Loan Documents (defined below) following Lender’s satisfaction of all conditions precedent to the making of the Loan to Borrower. Closing shall occur on a date determined by Lender and Borrower prior to the Loan Closing Deadline (defined below).
8. **Award Deadline:** If Loan is approved by the Fort Collins URA Board of Commissioners, the offer is valid for the next two (2) state tax credit rounds offered by CHFA (fall of 2026 and fall of 2027). If Borrower or affiliate is not awarded tax credits in either round, Lender may or may not consider revising or renewing Loan offer.
9. **Loan Closing Deadline:** Not later than December 31, 2028.



10. **Disbursement Schedule:** Disbursement of the full Loan Amount shall occur in a single advance at such time as the Project receives a Certificate of Occupancy from the City of Fort Collins.
11. **Commitment Fee, Paid to Lender:** 1.00% of the Total Loan Amount.
12. **Withdrawal Fee:** In the event of loan withdrawal, Borrower shall remit the full commitment fee; provided, however, that no withdrawal fee shall be due if the Project fails to receive an allocation or reservation of Low Income Housing Tax Credits within the Award Deadline period, as stipulated in Section 8 above, or if any condition precedent to Closing outside of Borrower's reasonable control is not satisfied.
13. **Loan Term:** 216 months (18 years), interest-only- from available cash flow.
14. **Maturity Date:** The earlier of **a)** a capital event, limited to a sale or cash-out refinance of the Project, **b)** 180 days (6 months) after the Maturity Date of any Senior Loan Refinancing (defined below), or **c)** 216 months after Date of Loan Closing. A refinance of the Senior Loans (defined below) solely intended to secure a lower interest rate or improved loan terms (aka, "rate and term", or "no cash out" refinance) shall not be considered a capital event or an event deemed to have caused the Maturity Date. Notwithstanding the foregoing, (i) a Permitted Transfer, as will be set forth and defined in the Loan Documents, including a transfer of Limited Partner interests in the Borrower, shall not be considered a sale for the purposes herein, and (ii) if any permanent first mortgage lender requires, as a condition to making or maintaining its loan, that the Maturity Date of this Loan extend beyond the maturity date of such permanent first mortgage, the Maturity Date shall automatically be extended to a date that is 180 days after the maturity date of such permanent first mortgage. The Maturity Date may not otherwise be extended without consent of Lender.
15. **Extension of Maturity:** If approved by Lender (such approval not to be unreasonably withheld), up to 24 months, with a 0.25% extension fee payable to Lender.
16. **Interest Rate:** 3.00% fixed
17. **Default Rate:** Unpaid principal and interest, to the extent due and owing, shall bear interest at an additional 2.00% above the Interest Rate upon the occurrence of an Event of Default (after the expiration of any applicable notice and cure periods), as set forth and defined in the Loan Documents ("Event of Default").
18. **Loan Payments:** Upon Disbursement (as defined above) interest shall accrue based upon daily outstanding balance and shall not compound. Borrower shall make annual interest payments with payments due on the first day of July each year ("**Loan Payments**"), which shall commence upon the first day of July following project stabilization. All outstanding principal, accrued but unpaid interest, and any applicable fees, costs, or charges, shall be due and payable upon the Maturity Date. Loan Payments will be paid from available cash flow, before any cash flow is distributed to equity providers, but subject to payments and distributions permitted under Section 27 (Equity Withdrawal). Available cash flow shall be defined in the Loan Documents consistent with Borrower's tax credit partnership agreement. If Borrower fails to make a Loan Payment due to insufficient available cash flow, such failure to pay shall not be considered an Event of Default, the amount due will accrue as deferred interest and shall not be added to the outstanding principal balance, and Loan Payments will be made from future cash flow before any cash flow is distributed to equity providers. In the event of failure to make Loan Payments, Borrower will provide a 12-month profit and loss statement, rent roll, and a current balance sheet to Lender. Borrower agrees to provide tax returns to Lender annually, within 30 days of filing or 270 days after Borrower's fiscal year-end, whichever is earlier.

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19. **Prepayment Penalty:** None; provided, however, Borrower must provide 30 days' prior written notice of each prepayment (or such shorter period as Lender may agree).
20. **Recourse:** The Loan shall be non-recourse to Borrower and its partners, members, officers, directors and affiliates, except for customary non-recourse carve-outs for fraud, intentional misrepresentation, misappropriation of rents, insurance proceeds or condemnation awards, intentional physical waste, violation of environmental covenants, and unpermitted transfers or encumbrances.
21. **Guarantor:** A guaranty of the non-recourse carve-outs described above, together with a completion guaranty terminating upon the earlier of (i) conversion of the Senior Loans from construction to permanent financing or (ii) issuance of a final Certificate of Occupancy for the Project, shall be provided by MJT Properties, Inc., a Colorado corporation, and J. Marc Hendricks, an individual, jointly and severally. No guaranty of payment of principal or interest shall be required.
22. **Real Property Collateral/Deed of Trust:** Borrower will grant to Lender a deed of trust encumbering the Property. The deed of trust will be in third priority, junior to a loan from Colorado Housing and Financing Authority ("CHFA") and a loan from another lender, yet to be determined (collectively, the "Senior Loans"). Lender will enter into a subordination agreement with CHFA and the other lender with respect to the Project. Lender agrees to execute and deliver any reasonable subordination agreements, standstill agreements, recognition agreements, land use restriction agreements (LURAs), and/or intercreditor agreements reasonably required by any Senior Loan lender or permanent lender, provided such agreements do not materially impair Lender's security interest or rights under the Loan Documents. As a condition precedent to closing, Lender must enter into an intercreditor agreement reasonably satisfactory to Lender and Borrower with any senior lender. Maximum combined loan to value ("CLTV") of 90%. Lender's lien secured by the deed of trust shall not be subordinated to equity providers.
23. **Other Closing Conditions:** All other customary closing conditions apply.
24. **Documents and Legal Requirements:** Borrower will be required to execute a Note, Deed of Trust, Loan Agreement, and all applicable Affordability Covenants (Land Use Restriction Agreements), and customary closing incumbency or similar certificates (collectively, with the guarantees, "Loan Documents") associated with the specific terms and conditions of the comprehensive capital stack, and to furnish these and such other documents and made a part hereof. Borrower agrees that the Loan and this Term Sheet are subject to such additional documentation and legal requirements as may be reasonably deemed necessary by Lender's counsel, consistent with customary requirements for transactions of this type.
25. **Affordability Requirements:** The Property must meet the minimum affordability requirements as stipulated by CHFA, and any other applicable affordability conditions, requirements, and use covenants imposed by governing bodies with jurisdiction over the Project.
26. **Senior Loans:** The permanent loans with higher priority deeds of trust recorded against the Property or Project.
27. **Senior Loan Refinancing:** Borrower may not incur additional indebtedness secured by the Project to refinance one or more of the Senior Loans without the consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
28. **Equity Withdrawal:** Borrower may not withdraw any equity from the Project without the consent of Lender, which consent shall not be unreasonably withheld. For the avoidance of doubt, repayment of deferred developer fee and cash flow distributions to Borrower, after current and outstanding loan



payments have been satisfied, shall not constitute the withdrawal of equity from the Project. Payments and distributions permitted under Borrower's tax credit partnership agreement prior to the payment of subordinate cash flow debt service, including partnership fees and repayment of partner loans and advances, shall likewise not constitute the withdrawal of equity from the Project.

The above outlines the proposed terms by which we intend to make a loan to Borrower. These terms are contingent on formal review and approval by the Fort Collins Urban Renewal Authority Board of Commissioners.

Sincerely,

Josh Birks, Executive Director
Fort Collins Urban Renewal Authority

Date

ACCEPTANCE:

J. Marc Hendricks, President, MJT Properties, Inc., President
Bristlecone Apartments 2026 LP

Date

Edward (Ted) Featherstone, Sole Member
Featherstone Development, LLC

Date