Urban Renewal Authority
222 Laporte Ave.
Fort Collins, CO 80522
970.416.2517
970.224.6107 - fax
fcgov.com

AGENDA

URA Finance Committee
August 13, 2026
4:00 pm – 5:00 pm

1. **Bristlecone Affordable - Low Income Housing Tax Credit (LIHTC) Loan Request**

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/24893295363110?p=jNZjKb49rcp6jJ27ZR

Meeting ID: 248 932 953 631 10

Passcode: rd3je3BT

URA FINANCE COMMITTEE
AGENDA ITEM SUMMARY

Staff: Andy Smith, Redevelopment Manager
Josh Birks, Executive Director

Date: August 13, 2026

SUBJECT FOR DISCUSSION

Bristlecone Affordable - Low Income Housing Tax Credit (LIHTC) Loan Request

EXECUTIVE SUMMARY

Bristlecone Affordable (Project) is a proposed 112-unit multi-family community located within the North College Urban Renewal Plan Area boundaries. The Project will be restricted to household income-averaging to 60% or less of Area Median Income (AMI). The Project developer (Developer) has applied to Colorado Housing and Finance Authority (CHFA) for competitive 4% Federal LIHTC and State Tax Credits; however, a financial gap remains. The Borrower has submitted a request for financial support from the URA in the form of a $2 million loan as a reimbursement at Project completion. URA staff and the Borrower have been negotiating a non-binding "term sheet" for the proposed loan (Exhibit C), which is nearing completion. If the Finance Committee is supportive, the URA Board will consider approval of the final term sheet and a resolution authorizing the URA Executive Director and Counsel to execute legal documents consistent with the term sheet.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. Does the Finance Committee support this request going before the Board for consideration?

2. If the Finance Committee supports providing a loan, does it recommend a full ($2 million) or partial amount?

3. Does the Finance Committee continue to support the URA promoting housing as a durable blight prevention strategy?

4. Does the Project prevent or remediate blight in the North College Urban Renewal Plan Area?

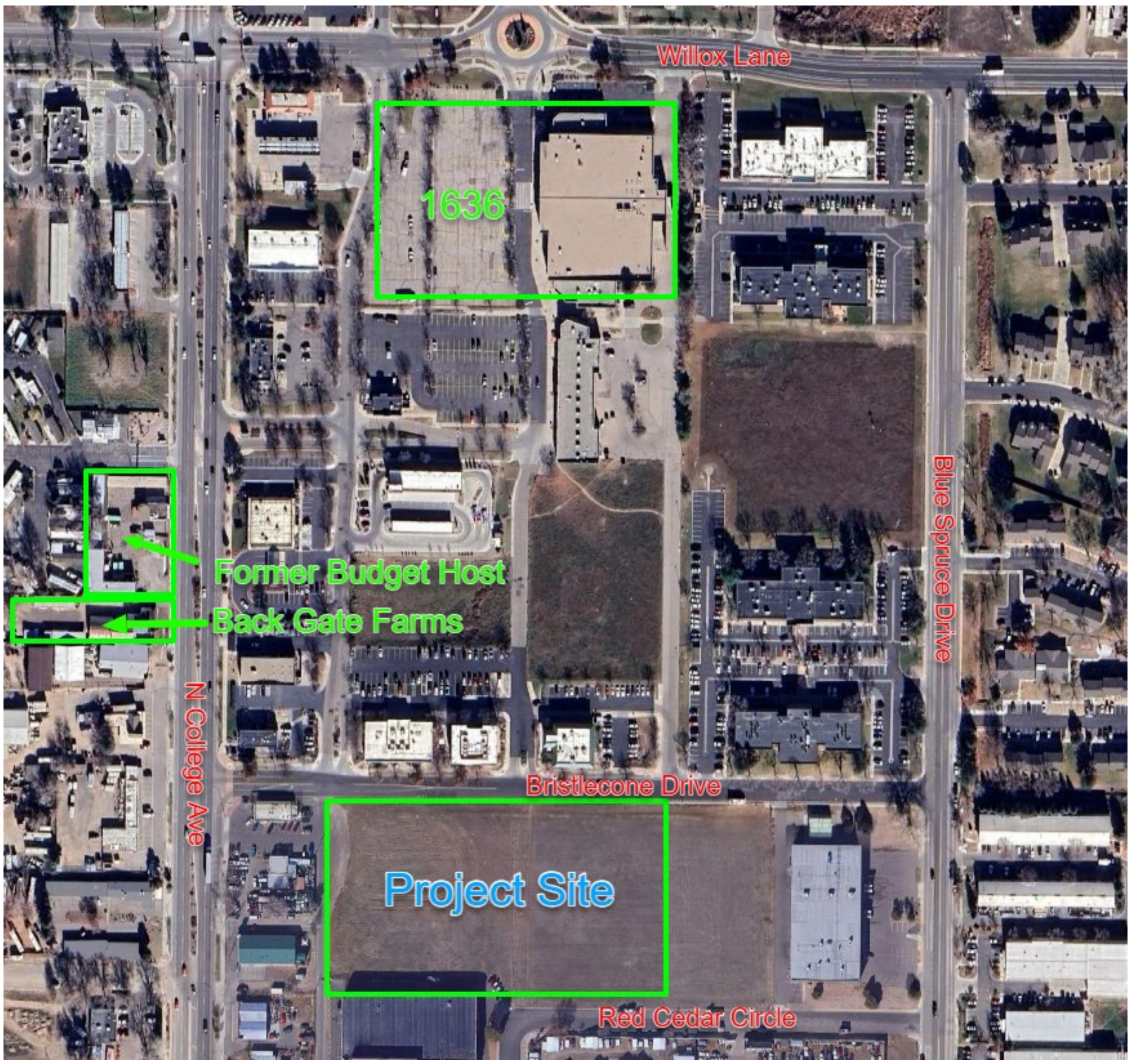
5. Does the Finance Committee have questions or concerns?

BACKGROUND/DISCUSSION

The Project site is within the North College Urban Renewal Plan Area boundaries, specifically at the future intersection of Bristlecone Drive and Red Cedar Circle, one half-block east of North

College Avenue, and in close proximity to current URA supported projects including 1636 North College Ave, 1513 North College Ave, and 1505 North College Ave. The Borrower submitted a request for financial support from the URA in the form of a $2 million loan to be paid as a reimbursement at project completion.

The Developer is a partnership of two experienced private sector affordable housing developers, MJT Properties, Inc., and Featherstone Development. MJT Properties have experience in Fort Collins, including the Northern Hotel Apartments.



Project

The Project is proposed to be a single 4-story, all-electric, building with a rooftop solar array to help offset the house meter. The site is approximately 3.7 acres in size and may expand to the east over time in future phases.

Stormwater and New Street

To facilitate redevelopment of the site and parcels to the south and southeast, stormwater infrastructure needs to be constructed or upsized. The Developer and City of Fort Collins Stormwater staff have reached an agreement for the Developer to construct approximately 3,055 linear feet of stormwater pipe at an estimated cost of $2.5 million. City Stormwater staff have included $2.5 million in the upcoming two-year budgeting cycle for repayment to the Project following construction of the improvements, with 50% to be repaid in January 2028 and 50% in January 2029. These improvements are expected to provide necessary stormwater infrastructure and facilitate future redevelopment of the site and vicinity.

As part of the development of the Project, a new street will be built. Red Cedar Circle will be extended north from its current terminus to align with the private drive aisle that runs through the 1636 North College Ave property and connects with the roundabout at Willox Lane.

Finances

The estimated total development cost is $53 million, or approximately $473,000 per dwelling unit. The Project currently has a funding gap of approximately $3 million.

The Project has applied for CHFA's "Round 2" funding, which combines state affordable credits, Federal 4% tax credits, and private activity bonds. Awards are generally announced by November. *The Project is the only applicant from Northern Colorado in Round 2 this year.*

The Project has been allocated 50% ($5.87 million) of the City of Fort Collins' 2025 Federal Private Activity Bond (PAB) allocation, which will go toward the $14 million total PAB requirement. Private Activity Bonds make up the Project's permanent financing. PAB is a necessary part of the 4% LIHTC financing process, required by Federal legislation. If approved, the CHFA Round 2 process will provide the remainder of the necessary PAB for the project.

The Project will also be applying to the City of Fort Collins' Housing and Community Vitality (HCV) for approximately $1 - $1.25 million from the Affordable Housing Capital Fund (AHCF). A supplemental fall round for those funds should open soon, following the appropriation of approximately $5.7 million in leftover Community Capital Improvement Program (CCIP) funds from 2015-2025. The decision to apply to HCV was initiated after the Project was recently denied property tax abatement via a special limited partnership with Housing Catalyst.

While the Project itself is not a Proposition 123 funded project, it will likely count toward the City of Fort Collins' next commitment (2027) to the State of Colorado pledging to increase the local affordable housing supply by 3% each year for three years. The City's current commitment was accepted by the State and allows other projects in the City to qualify for Proposition 123 funding, which includes middle-income housing, such as 302 Conifer which is currently under construction nearby. 302 Conifer received a loan from the URA in 2025 in the amount of $3.2 million to fill a similar financial gap.

Loan Terms

Based largely on the 302 Conifer loan made in 2025 by the URA, the proposed loan would help fill the financial gap, and leverage significant critical funding provided by other sources, namely federal and state tax credits in this instance. The loan would be contingent upon the approval of those other sources.

AMOUNT: $2,000,000 (or alternative amount, as determined by the URA Board)

TERM: The earlier of 18 years, significant refinance, or liquidity event.

DISBURSEMENT: Upon issuance of Certificate of Occupancy.

INTEREST: 3%

PAYMENTS: Interest only, from available cash flow

Strategic Considerations

Advancing the North College Urban Renewal Plan
The North College Urban Renewal Plan (Plan) was adopted in 2004 and governs all activities that remediate or prevent blight.

Key "Plan Objectives" advanced by the Project include:
- *To facilitate redevelopment and new development by private enterprise through cooperation*
- *among developers and public agencies to plan, design, and build needed improvements*
- *To address and remedy conditions in the area that impair or arrest the sound growth of the city*
- *To implement the Comprehensive Plan and its related elements*
- *To redevelop and rehabilitate the area in a manner which is compatible with and complementary*
- *to unique circumstances in the area*
- *To effectively utilize undeveloped and underdeveloped land*
- *To improve pedestrian, bicycle, and vehicular circulation and safety*
- *To ultimately contribute to increased revenues for all taxing entities*
- *To watch for market and/or project opportunities to eliminate blight, and when such*
- *opportunities exist, to take action within the financial, legal and political limits of the Authority*
- *to acquire land, demolish and remove structures, provide relocation benefits, and pursue*
- *redevelopment, improvement and rehabilitation projects.*

Key "Renewal Activities" supported by the Project include:
- *Public Improvements. The Authority may cause, finance or facilitate the design, installation, construction and reconstruction of public improvements in the Renewal Area. In order to promote the effective utilization of undeveloped and underdeveloped land in the Renewal Area, the Authority may, among other things, enter into financial or*

other agreements with the City of Fort Collins to provide the City with financial or other support in order to encourage or cause the City to invest funds for the improvement of storm drainage and street conditions and deficiencies in the Renewal Area.

- *Participation Agreements. The Authority may enter into participation agreements with property owners or developers in the renewal area to facilitate participation and assistance that the Authority may choose to provide to such owners or developers. These may include provisions regarding project planning, public improvements, financing, design, and any other matters allowed pursuant to the Urban Renewal Law.*

Key "Project Financing" tools available to support the Project include:

- *The Authority is authorized to: (a) finance urban renewal projects within the Renewal Area with revenues from property tax increments, sales tax increments, interest income, federal loans or grants, agreements with public, quasi-public or private parties and entities, loans or advances from any other available source, and any other available sources of revenue; (b) issue bonds and incur other obligations contemplated by the Urban Renewal Law in an amount sufficient to finance all or any part of a project within the Renewal Area; and (c) borrow funds and create indebtedness in any authorized form in carrying out this Plan. Any principal and interest on such indebtedness may be paid from property tax increments, sales tax increments or any other funds, revenues, assets or properties legally available to the Authority. Such methods may be combined to finance all or part of the Plan activities.*

URA as a meaningful housing promoter

Housing is a durable and effective blight remediation and prevention strategy and was the original intention of federal urban renewal policies after World War II. Unfortunately, however, history is filled with examples of urban renewal in practice being misused and causing blight by displacement and removal of housing, especially in racially diverse neighborhoods. The Fort Collins URA is committed to promoting housing withing existing and new plan areas to remediate blight by fostering a greater sense of community, neighborhood pride and ownership, social connections, reduced transportation costs, and greater localized economic opportunities.

Create long-term financial tool

A revolving social impact loan fund provides a legacy funding source to continue after tax increment financing (TIF) revenue collection expires in December 2029. This strategy creates a) an asset for future strategic investments, and b) interest income to help sustain ongoing operations and program management in the North College Urban Renewal Plan Area.

Effective and timely leverage of partner resources

It is commonly understood that affordable housing requires multiple sources of capital, and financial gaps typically exist after federal and state resources have been exhausted. The URA is often uniquely positioned to respond to market opportunities by providing essential local investment normally required by federal and state funding sources, thereby helping to unlock those scarce and competitive resources. Specific to the Project under consideration, URA support would help gain approval from CHFA in a year when there is curiously only one project from our community seeking funding.

Stormwater Investment
Beyond just the additional supply of affordable housing provided by the Project, critical stormwater infrastructure would also be constructed to stimulate the redevelopment of other properties nearby.

Connectivity
The Project will create a new local street to serve as a north/south alternative to North College Ave, and thereby better connecting properties and projects from Conifer Street to Willox Lane.

Next Steps

To prepare for the August 27 URA Board meeting, URA staff and legal counsel will work with the Developer to negotiate and finalize loan terms generally described in the attached draft term sheet. If the Board approves the term sheet and authorizes the URA Executive Director and Counsel, loan agreement documents will be drafted and executed. Any material change or deviation from the approved term sheet will require approval from the URA Board.

August 27, 2026:	*URA Board – Approve term sheet and authorize Executive Director and Counsel to execute agreement documents.*
November 2026:	*CHFA Round 2 decision*
Fourth Quarter 2027:	*Project groundbreaking*
March 2029:	*Project delivery*
Late 2029/Early 2030:	*Project Stabilization*

Financial Impact
Based on current financial estimates, the North College Urban Renewal Area fund will have a Net Available Cash balance of $1.775 million in 2029, and $6.6 million in 2030.

Staff Recommendation

URA staff recommend draft terms and conditions be presented for consideration by the URA Board at their August 27, 2026, meeting and authorize URA staff and legal counsel to proceed with drafting of final documents to be signed by the Executive Director.

ATTACHMENTS

Exhibit A: Applicant Request for Conditional Financing
Exbibit B: Applicant Presentation
Exhibit C: DRAFT Term Sheet

To: Andy Smith, Redevelopment Manager
Fort Collins Urban Renewal Authority (URA)
222 LaPorte Avenue, Fort Collins, CO 80522

Re: Bristlecone Affordable - Request for Conditional URA Financing

Dear Andy,

Following up on our conversations over the past year, the Bristlecone Affordable development team respectfully submits this letter to both formally introduce the project and to make a **request for a commitment of approximately $1,500,000 to $2,000,000 in conditional, future subordinate financing** to help complete the project capitalization and demonstrate meaningful local support to Colorado's tax credit allocation agency, CHFA. Through this letter, we hope to outline how our proposed project perfectly complements the URA's mission and activities and how an investment from the URA could unlock and leverage many multiples of its funds from state and federal sources to benefit the North College neighborhood.

Bristlecone Affordable is a proposed 112-unit, new-construction affordable housing community located on a vacant infill parcel on the south side of Bristlecone Drive within the North College URA. The project is designed as a dense, four-story, transit-oriented, elevator-serviced building that will incorporate good urban design and utilize income-averaging to serve a wide range of low- and middle-income households. Recognizing the dire need for family housing in Fort Collins, approximately 51% of our units are designed as two- and three-bedroom floorplans to help serve families and multi-generational households. The development team behind the proposal is a joint venture between MJT Properties, Inc. (Hendricks Communities), who has successfully delivered more than 1,450 affordable housing units over the last 30 years, (including, within Fort Collins, the Northern Hotel, Caribou Apartments, and Fox Meadows), and Featherstone Development, a Denver-based affordable housing developer.

Above-and-beyond the affordability and rooftops the project will bring to the neighborhood, Bristlecone Affordable will also help solve historic infrastructure deficiencies around North College and catalyze significant additional development capacity in the area. First, the project will help "complete the grid" by extending Red Cedar Circle through the property up to Bristlecone Drive, enhancing connectivity and traffic flow. Second, the project will bring very meaningful stormwater upgrades to the area, including constructing and upsizing approximately 3,055 linear feet of regional stormwater pipe at an estimated cost of nearly $2.5 million, for which Fort Collins Stormwater has full included a full developer reimbursement into their draft 2028-29 budget. This single infrastructure investment provides the necessary stormwater outfall to unlock approximately 23 acres of downstream land for future development.

Additionally, we believe the Bristlecone Affordable will advance specific aspects of the goals outlined in the URA's *North College Community Investment Plan*, including:

- **An Anti-Displacement Anchor:** The North College corridor is home to a large, vulnerable Latinx population. By delivering 112 permanently deed-restricted affordable homes, Bristlecone will act as an anti-displacement anchor, ensuring that local workforce families can remain in the neighborhood and share in its growing prosperity.

- **Supporting the "Community Hub":** Located just blocks away from the forthcoming Community Hub at 1636 N College, Bristlecone Affordable will provide the critical mass of residential density—the "rooftops"—necessary to support the programming and vitality of this new neighborhood asset.

To deliver on these goals we're working to maximize the impact of local support to leverage state and federal resources. The development will be capitalized by more than $21 million in Federal 4% LIHTC tax credits and an additional roughly $9 million in Colorado State AHTC and Transit-Oriented Communities tax credits. However, even with these sources (plus the project's supportable first mortgage and City's $2.5 million stormwater reimbursement) we anticipate a remaining gap in our sources of between $2,500,000 and $3,500,000. Although we will be making additional applications to both Colorado Division of Housing (CDOH) and to Fort Collins Housing and Community Vitality Department, those sources are competitive and uncertain. Therefore, we are hoping to secure URA commitment to stand in as the final "gap" source, contingent on award of the tax credits mentioned above and sized only as necessary to complete the capital stack, up to $2,000,000. While delivery of these funds at the start of construction is preferrable, it's important to note that receipt of funds from the URA could be deferred until *following the completion of the project* (likely 2029), as a "permanent" project source. In that case the development team would be able to bridge these funds during the construction period.

We understand the URA is actively looking to deploy its accumulated tax increment funds into high-impact neighborhood projects before the 2030 sunset. We request that the URA Board consider this financing conditioned entirely upon Bristlecone Affordable successfully securing our tax credit awards. However, because CHFA's State AHTC credits are highly competitive, a demonstration of strong local backing is critical to our scoring and success. Therefore, we respectfully **request to receive an indication of support from the URA prior to our CHFA application deadline of August 3, 2026**. This early indication of support (plus our prior receipt of private activity bonds from City of Fort Collins) will significantly strengthen our application and demonstrate the unified local commitment to this project.

An overview of our project is included with this letter. Please let us know what additional information could be helpful for the URA to further consider our request. We feel strongly that our proposal will be a wonderful complement to the URA's goals and initiatives and we hope to continue the conversation of how a partnership between the URA and the Bristlecone Affordable development team could help make this transformational neighborhood asset a reality.

Sincerely,

J. Marc Hendricks MJT Properties, Inc.
Edward (Ted) Featherstone Featherstone Development, LLC

EXHIBIT B

BRISTLECONE AFFORDABLE

112-UNIT PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Request for Fort Collins Urban Renewal Authority Gap Financing, April 2026

South side of Bristlecone Drive, east of N College Avenue
Fort Collins, Colorado 80524

MJT Properties, Inc.

FEATHERSTONE DEVELOPMENT

BRISTLECONE AFFORDABLE

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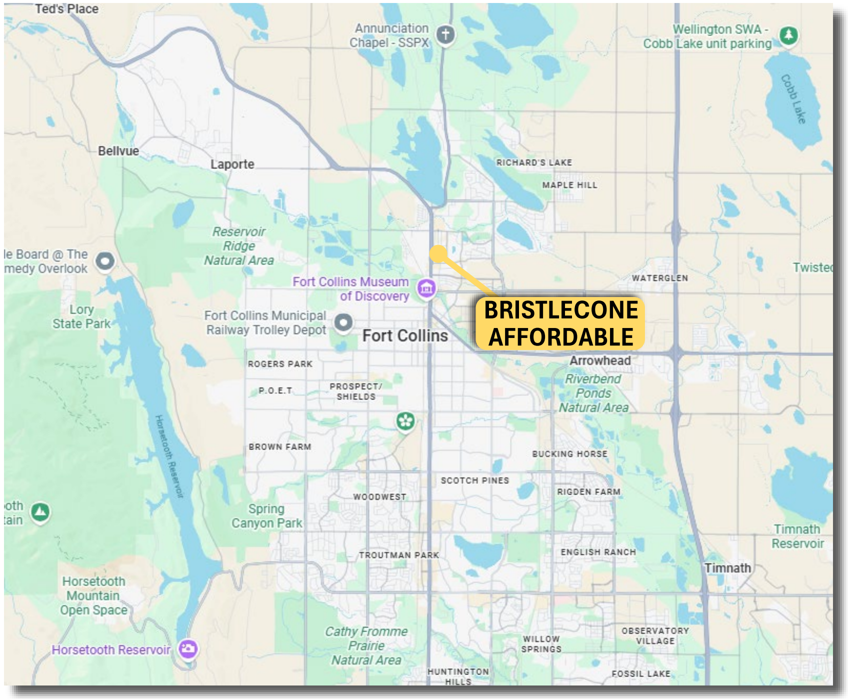
PROJECT OVERVIEW

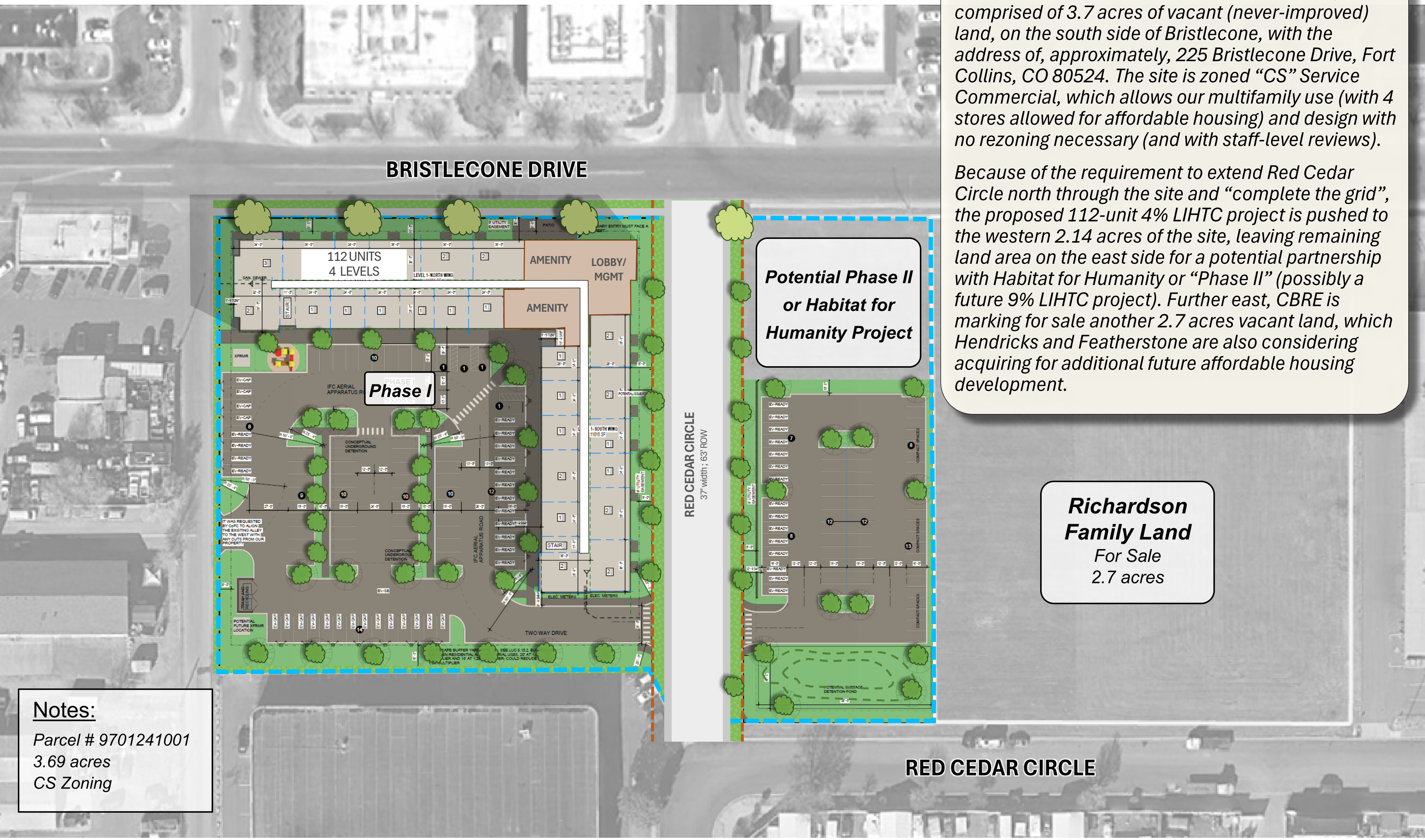
Experienced Colorado-based affordable housing developer MJT Properties (aka Hendricks Communities) (“Hendricks”) is partnering with Denver-based Featherstone Development (“Featherstone”) on the potential development of **BRISTLECONE AFFORDABLE**, a planned new-construction, 112-unit “family”-targeted 4% Low-Income-Housing Tax Credit (“LIHTC”) project in a Qualified Census Tract and Urban Renewal Area on the south side of Bristlecone Drive in North Fort Collins, one half-block east of North College Avenue, one-fifth of a mile south of Willox Lane (with a full-service King Soopers grocery, other amenity and service retail, and the forthcoming redevelopment of the old Albertson’s store at 1636 N College), 400 feet from a Route 8 southbound bus stop (and planned future extension of the MAX BRT line), connecting the property to Downtown and the Downtown Transit Center and, from there, connections to CSU University and other employment and education and retail. Approximately 51 percent of the units are expected to be two- and three-bedroom units, and the project will use income-averaging to serve low- and middle-income households. The property contains additional, surplus land area for a potential joint venture with Fort Collins Habitat for Humanity or a possible “Phase II” affordable housing development at the property.

ADDRESS	225 Bristlecone Drive (approx.), Fort Collins, CO 80524
SITE AREA	3.7 acres
PROJECT TYPE	New Construction, Income-Averaging
APARTMENT UNITS	**112 Units** **853 SF Average** *55 1 BRs (49%) 672 SF Ave* *50 2 BRs (45%) 1,008 SF Ave* *7 3 BRs (6%) 1,176 SF Ave*
PARKING	~1.3:1 ratio, equal to 86 off-street spaces on the west side of Red Cedar, +/- 60 on the east, plus an expected 22 new parallel spaces along the new Red Cedar Circle extension
QCT STATUS	2026 QCT
SUSTAINABILITY	All-electric MEP, 225 kW solar rooftop array, EV charging, bike infrastructure, and proximity to transit
LAND STATUS	Joint venture (or PSA) with landowner (estate of James Paul Johnson)



The site of the project, currently owned by the estate of James P Johnson and outlined in ***blue*** *below, is comprised of 3.7 acres of vacant (never-improved) land, on the south side of Bristlecone, with the address of, approximately, 225 Bristlecone Drive, Fort Collins, CO 80524. The site is zoned “CS” Service Commercial, which allows our multifamily use (with 4 stores allowed for affordable housing) and design with no rezoning necessary (and with staff-level reviews).*

Because of the requirement to extend Red Cedar Circle north through the site and “complete the grid”, the proposed 112-unit 4% LIHTC project is pushed to the western 2.14 acres of the site, leaving remaining land area on the east side for a potential partnership with Habitat for Humanity or “Phase II” (possibly a future 9% LIHTC project). Further east, CBRE is marking for sale another 2.7 acres vacant land, which Hendricks and Featherstone are also considering acquiring for additional future affordable housing development.



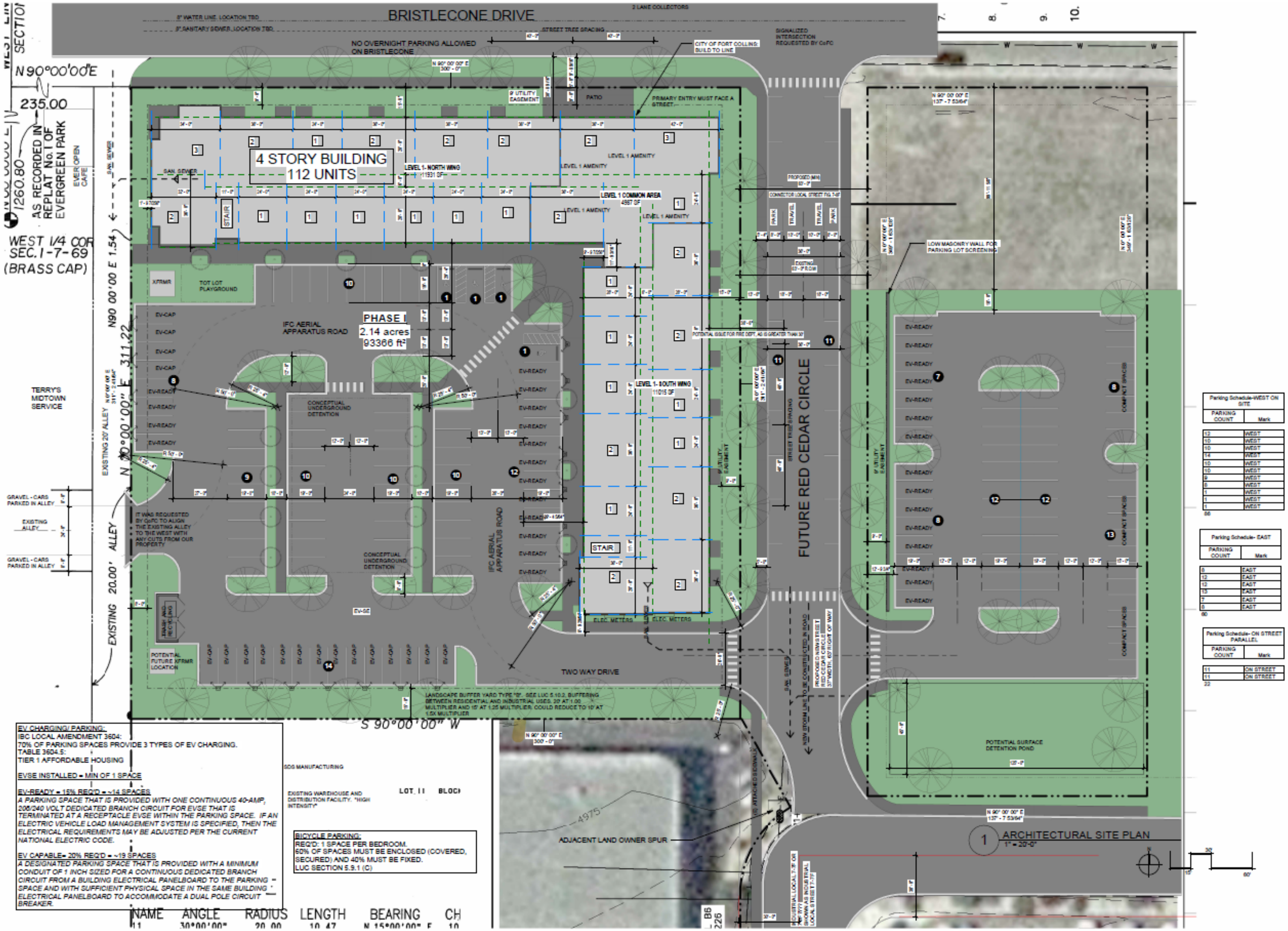
Notes:

Parcel # 9701241001
3.69 acres
CS Zoning

1” = 100’

BRISTLECONE AFFORDABLE

SITE PLAN



BRISTLECONE AFFORDABLE

DETAILED CONCEPT PLAN

BRISTLECONE, FORT COLLINS 4% LIHTC

4 stories, 4 floors of residential (3 typical), and surface parking

MASSING AND YIELD ANALYSIS

Ratios:	N/G	Parking	Core	Façade
	85.6%	1.304	11.7%	53.9%

						RESIDENTIAL							PARKING			OTHER
Floor	Height	FTF	Description	Type	GSF	Resi GSF	Circulation	Amenity /MGMT	Resi NSF	NSF /GSF	Ave Unit Size	Units	Parking Area	SF / Space	Spaces	Shafts/ Balconies
R	46.8'	3.0'	MEP	V												0
4	43.8'	10.6'	Typical Floor	V	27,933	27,933	3,069	-	**24,864**	89.0%	854	**29**	-	-	-	696
3	33.2'	10.6'	Typical Floor	V	27,933	27,933	3,069	-	**24,864**	89.0%	854	**29**	-	-	-	696
2	22.6'	10.6'	Typical Floor	V	27,933	27,933	3,069	-	**24,864**	89.0%	854	**29**	-	-	-	696
1	12.0'	12.0'	Lobby/Amenity/Units	V	27,933	27,933	1,946	**4,987**	**21,000**	75.2%	854	**25**	61,510	421	146	600
B1	0.0'															0
SUM/AVE					**111,732**	**111,732**	**11,153**	**1,720**	**95,592**	**85.6%**	**853.5**	**112.0**	**61,510**	**421**	**146**	**2,688**

UNIT MIX

Unit Type	% of Mix	% of SF	Units	Ave. Unit Size	Bedrooms BRs	Kitchens & Baths BAs	Kitchens
Studio	-	-	**-**	540	-	-	-
1x1	49.1%	38.7%	**55.0**	672	55	55	55
1x1 + Den	-	-	**-**	-	-	-	-
2x2	44.6%	52.7%	**50.0**	1,008	100	100	50
2x2 + Den	-	-	**-**	-	-	-	-
3x2	6.3%	8.6%	**7.0**	1,176	21	14	7
4x2	-	-	**-**	-	-	-	-
Totals/Averages	**100%**	**100%**	**112**	**853.5**	**176**	**169**	**112**
						Per 1000 GSF	*2.51*

OTHER ASSUMPTIONS

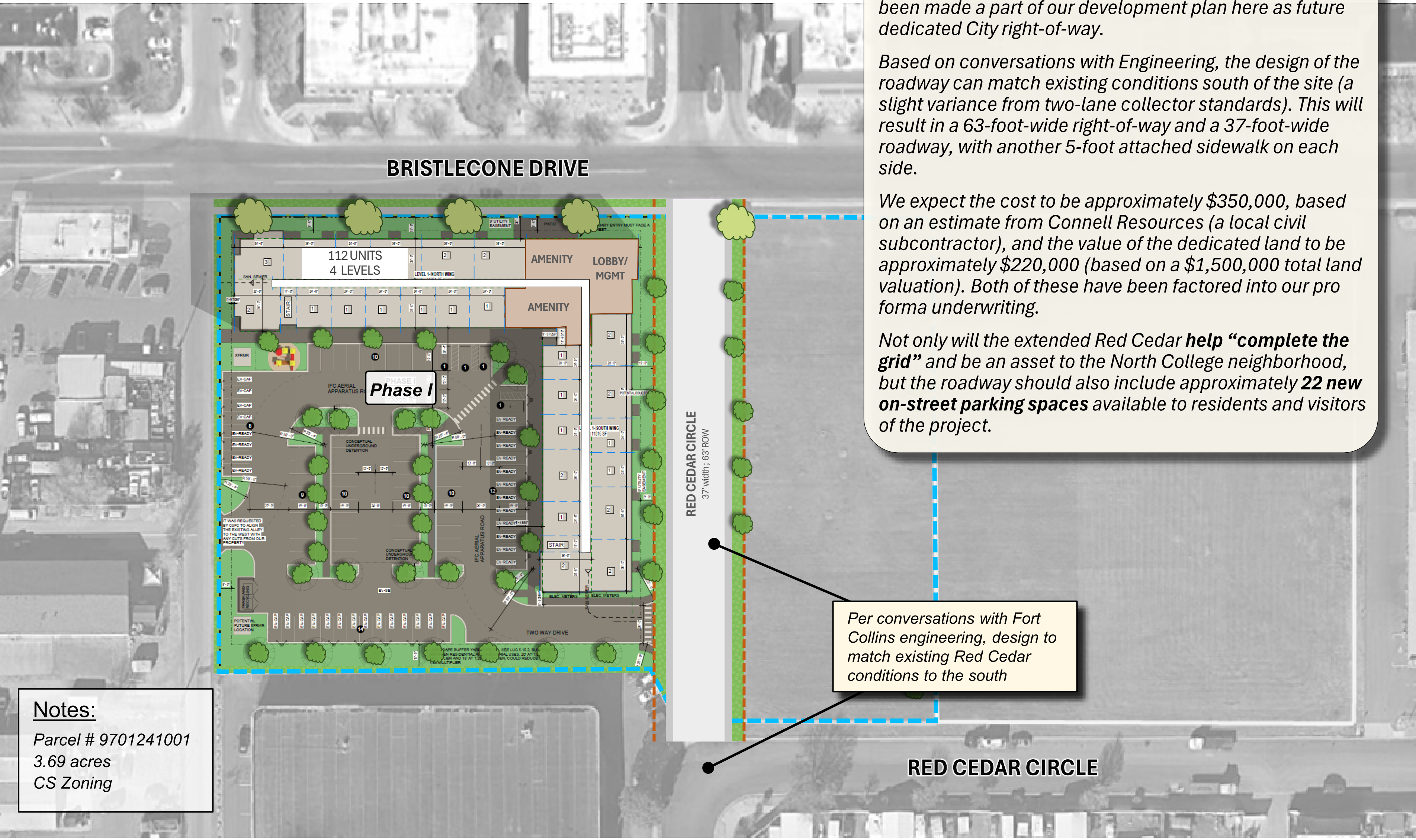
Units w/ Balconies + Patios	60.0%
Typical Size:	5' x 8'
Total Façade Area:	51,480 sf
Assumed Fenestration:	40%
Vinyl windows	40%
Storefront (@ amenity)	0%
Metal Panel	0%
Brick	40%
Stucco	15%
Other	5%
Elevators	2
Stairs	2

The extension of Red Cedar Circle north to Bristlecone Drive is flagged in the Master Streets Plan (MSP) and has been made a part of our development plan here as future dedicated City right-of-way.

Based on conversations with Engineering, the design of the roadway can match existing conditions south of the site (a slight variance from two-lane collector standards). This will result in a 63-foot-wide right-of-way and a 37-foot-wide roadway, with another 5-foot attached sidewalk on each side.

We expect the cost to be approximately $350,000, based on an estimate from Connell Resources (a local civil subcontractor), and the value of the dedicated land to be approximately $220,000 (based on a $1,500,000 total land valuation). Both of these have been factored into our pro forma underwriting.

Not only will the extended Red Cedar ***help "complete the grid"*** and be an asset to the North College neighborhood, but the roadway should also include approximately ***22 new on-street parking spaces*** available to residents and visitors of the project.



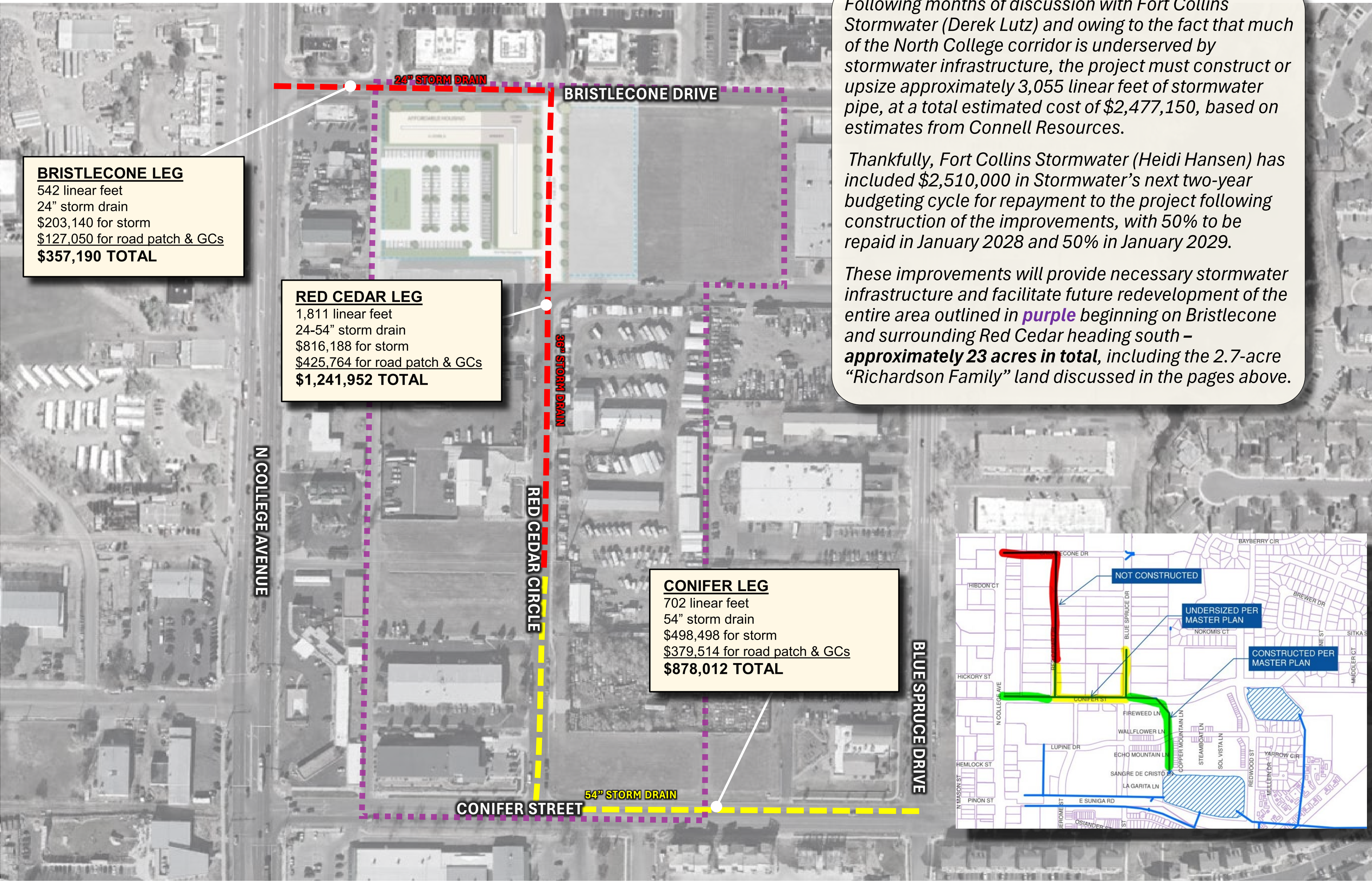
Notes:

Parcel # 9701241001
3.69 acres
CS Zoning

1" = 100'

BRISTLECONE AFFORDABLE

NEW ROADWAY EXTENSION



Following months of discussion with Fort Collins Stormwater (Derek Lutz) and owing to the fact that much of the North College corridor is underserved by stormwater infrastructure, the project must construct or upsize approximately 3,055 linear feet of stormwater pipe, at a total estimated cost of $2,477,150, based on estimates from Connell Resources.

Thankfully, Fort Collins Stormwater (Heidi Hansen) has included $2,510,000 in Stormwater's next two-year budgeting cycle for repayment to the project following construction of the improvements, with 50% to be repaid in January 2028 and 50% in January 2029.

*These improvements will provide necessary stormwater infrastructure and facilitate future redevelopment of the entire area outlined in **purple** beginning on Bristlecone and surrounding Red Cedar heading south – **approximately 23 acres in total**, including the 2.7-acre "Richardson Family" land discussed in the pages above.*

**estimate from Connell Resources, Inc. 9/8/2025*
$2,477,154 total

NEW STORMWATER IMPROVEMENTS

FINANCING PLAN / SOURCES & USES*

SOURCES			$ /Unit	Total
Permanent Mortgage		27.7%	131,141	14,687,800
Tax Credit Equity - Federal 4%		39.9%	188,856	21,151,880
Tax Credit Equity - Solar ITC + 45L		-	-	-
Tax Credit Equity - State		15.5%	73,383	8,218,900
Tax Credit Equity - State TOC		1.5%	7,211	807,579
Fort Collins Stormwater Reimbursement		4.7%	22,411	2,510,000
Soft / URA Financing		5.6%	26,500	2,968,000
Deferred Developer Fee	*(50%)*	5.1%	24,253	2,716,317
Total Capitalization			473,754	**53,060,476**

USES		$ /Unit	Total
Acquisition Costs	2.9%	$13,839	$1,550,000
Hard Costs / Light Gauge Steel	63.4%	300,272	33,630,493
Residential Areas	*53.9%*	*255,227*	*28,585,419*
Required Off-Sites (Road and Sewer)	*5.3%*	*24,996*	*2,799,502*
Solar Costs	*1.3%*	*6,039*	*676,326*
Owner Contingency (5.0%)	*3.0%*	*14,011*	*1,569,246*
Soft Costs	22.2%	104,977	11,757,405
Design, Legal, Permits, Etc	*6.5%*	*30,926*	*3,463,675*
Impact Fees & Water/Sewer Fees	*4.4%*	*20,737*	*2,322,574*
Housing Catalyst SLP Fee	*0.4%*	*1,786*	*200,000*
Soft Cost Inflation/Contingency	*0.7%*	*3,083*	*345,283*
Development Fee	*10.2%*	*48,445*	*5,425,874*
Financing Costs	11.5%	54,666	6,122,578
Total Costs		473,754	**53,060,476**

** Numbers are preliminary, good faith best estimates that are subject to change*

Notes:

Permanent Loan and non-competitive Federal 4% LIHTC credits (with QCT boost and at $.85 pricing) make up about 68% of capital stack.

No assumed solar credits based on current Federal policy, although we do assume $650,000 for 225kw array

Project will apply in August 2026 for competitive CO State AHTC and is in a DOLA Transit-Oriented Community and thus eligible for TOC credits

Reimbursement of new stormwater infrastructure currently penciled in Fort Collins Stormwater's budget process, for 50% reimbursement in January 2028 and 50% in 2029

Gap financing needs expected to be filled by applications for combination of URA, CDOH, and City of Fort Collins Housing Vitality HOME/CDBG funds

Current assumed deferred developer fee of 50% is near the maximum that an investor will permit but provides some cushion to increase at closing as a source in the event of cost increases, equity pricing decreases, or reduced 1st loan proceeds due to interest rate increases

Landowner to receive a fair market price for the land at close and then receive a small share of the project economics in exchange for time, patience, and flexibility

Residential budget confirmed by two general contractors, Shaw Construction and Bristlecone Construction

Offsites infrastructure budget provided by Connell Resources, a Fort Collins-based civil subcontractor, and based on 2009 stormwater construction drawings

Sufficient owner contingency in the event of unforeseen conditions or overruns

Assumed fee paid to Housing Catalyst to help support operations in exchange for property tax abatement partnership

ANTICIPATED TIMELINE

Completed

1.	Landowner Outreach and Agreement	1Q 2025
2.	PDR Planning Meeting	2Q 2025
3.	Stormwater and Traffic Meetings	2Q/3Q 2025
4.	Village at Eastbrook Awarded	4Q 2025
5.	Stormwater Reimbursement Notice	4Q 2025

Future

6.	*Local PAB Applications*	*March 2026*
7.	*Site Plan Submission*	*2Q 2026*
8.	*CHFA Round 2 Submission*	*August 2026*
9.	*Subordinate Debt Applications*	*February 2027*
10.	*Design, Permitting, Financing*	*4Q '26 - 2H '27*
11.	***Construction Start***	***4Q 2027***
12.	***Delivery***	***March 2029***
13.	***Stabilization / Conversion***	***Late 2029 / Early 2030***

Architectural Concept; looking southwest

PROJECT ALIGNMENT WITH URA AND CITY OBJECTIVES

The proposed ***BRISTLECONE AFFORDABLE*** project is a clear response to goals outlined in the City of Fort Collins' *Housing Strategic Plan* (HSP), *City Plan*, the *North College Corridor Plan* (NCCP), and the Urban Renewal Authority's (URA) *North College Community Investment Plan*. Located in the North College neighborhood, this **100% deed-restricted affordable community** converts a vacant, infill parcel into **112 units** of higher-density, rent-and-income restricted housing proximate to transit and employment and walkable to service and amenity retail, Bristlecone Affordable operationalizes the City's objective that "everyone has healthy, stable housing they can afford" while simultaneously helping prevent displacement of families, and bringing much-needed roadway and stormwater infrastructure to the neighborhood.

1. Advancing the Housing Strategic Plan (HSP)

Fulfilling the Vision The HSP sets a clear, ambitious vision: "Everyone has healthy, stable housing they can afford". The HSP's Existing Conditions Assessment highlighted a 6,787 unit shortage for households earning 0–60% AMI, including a 1,072-unit shortage for 31–50% AMI. By delivering 112 rent-restricted units, Bristlecone Affordable directly mitigates this shortage and bring much needed housing to a transit and amenity-rich area, serving the service workers, early-career professionals, and single-parent households that the HSP identifies as being disproportionately cost-burdened.

Targeting "Greatest Challenge #1" The HSP identifies "Price escalation impacts everyone, and disproportionately impacts BIPOC... and low-income households" as Greatest Challenge #1. Bristlecone Affordable directly counters this challenge by decoupling rent from market escalation. By locking in rents at 50%, 60%, and 70% AMI for a compliance period of at least 40 years, the project provides the "Housing Stability" prioritized in the HSP, ensuring that long-term residents are not displaced by revitalization efforts.

2. Alignment with the City Plan

Optimizing Land Use and Infill *City Plan* emphasizes "making the most of the land we have left" by encouraging compact growth within the Growth Management Area. Bristlecone Affordable is a four-story infill project that maximizes the density of the Service Commercial (CS) District. Placing high-density residential uses here supports the *City Plan* Structure Map, which envisions the transformation of corridors like North College into vibrant, walkable mixed-use, higher-density environments.

Advancing Transit-Oriented Development (Policy LIV 2.3) City Plan Policy LIV 2.3 explicitly directs the City to "Require higher-density housing and mixed-use development in locations that are currently, or will be, served by BRT... Promote a variety of housing options for all income levels". Located within walking distance of a current Route 8 bus line and the planned expansion of the MAX Bus Rapid Transit line, Bristlecone Affordable delivers exactly the type of transit-oriented, higher-density affordable housing mandated by this policy.

PROJECT ALIGNMENT WITH CITY OBJECTIVES – CON'T

Creating Housing Choices and Utilizing Incentives Principle LIV 5 calls for the creation of more opportunities for housing choices. Policy LIV 5.1 encourages varied housing types and densities "well served by public transportation and close to employment centers". Furthermore, Policy LIV 6.7 directs the City to "Support and encourage the private development of affordable housing by offering incentives". Bristlecone utilizes the affordable housing height bonuses in the Land Use Code, demonstrating how City Plan's authorized incentives successfully catalyze additional private development of much-needed rent-restricted units.

Supporting Climate Action and VMT Reduction Principle ENV 2 sets the goal for Fort Collins to become a carbon-neutral community by 2050. A critical strategy for achieving this is reducing Vehicle Miles Traveled (VMT). By placing 126 households near the North College employment center and adjacent to high-frequency transit, Bristlecone directly reduces the need for crosstown vehicle trips, thereby lowering greenhouse gas emissions and operationalizing the City's climate action goals through strategic land use.

5. Alignment with the Transportation Master Plan (TMP)

Completing the Grid & Multimodal Access The City's *Master Street Plan* designates the Red Cedar Circle extension as a collector roadway essential for grid connectivity. By constructing this road, the project improves access (including emergency access) and disperses traffic while also constructing curb, gutter, and detached sidewalks, implementing TMP Principle T2: "Build and maintain high-quality infrastructure supporting all modes of travel".

Reducing Vehicle Miles Traveled (VMT) By placing affordable housing near both Downtown and the North College employment center and adjacent transit, including the proposed extended MAX Bus Rapid Transit (BRT) line, Bristlecone Affordable directly addresses the jobs-housing imbalance, allowing 126 households to live closer to their employment and utilize transit options.

3. Realizing the North College Community Investment Plan (URA)

Delivering a "Complete, Vibrant Neighborhood" The URA's *North College Community Investment Plan* identifies "Complete, Vibrant Neighborhood" as one of its four key investment areas. The plan explicitly calls for "Affordable housing" to create a neighborhood where residents can live and work without displacement. Bristlecone Affordable answers this call by introducing high-quality residential density into a commercial corridor, supporting the mix of uses necessary for vibrancy.

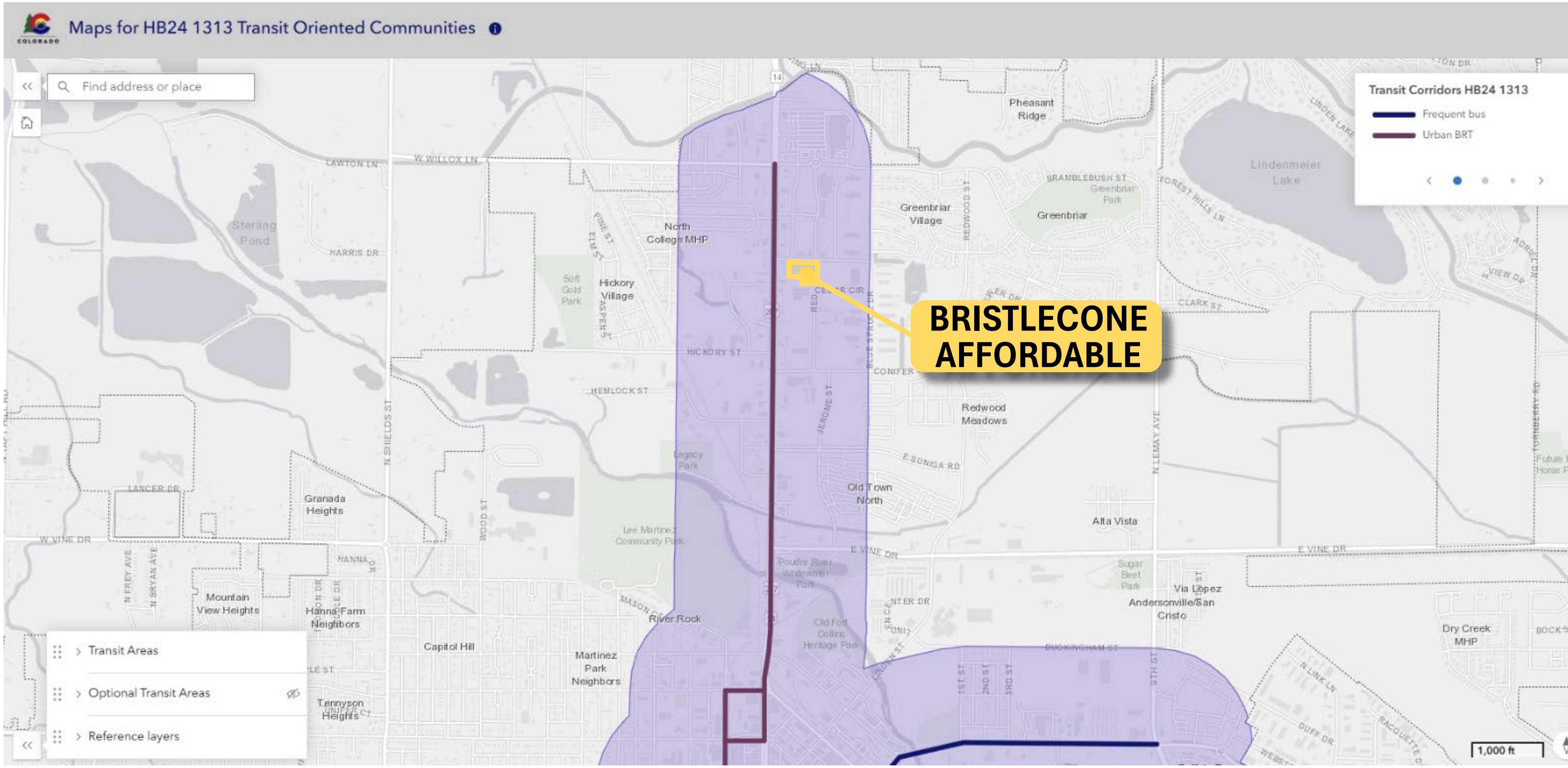
Supporting the "Community Hub" Vision The URA and community have identified the acute need for a "Community Hub" or gathering place in the corridor and has acquired the 1636 N. College site. Bristlecone Affordable complements this effort by locating 126 affordable family households just blocks away providing the critical mass of residents ("rooftops") necessary to support the programming and amenities envisioned for the Community Hub.

Advancing the Equitable Development Framework The URA operates under the GARE Equitable Development Framework, which prioritizes preventing displacement and expanding affordable housing options. North College is home to a large Latinx community (44% of the corridor population) that is vulnerable to displacement as property values rise. Bristlecone Affordable serves as an anti-displacement anchor, ensuring that as the URA succeeds in revitalizing the corridor, housing remains accessible to the workforce and families who have called this neighborhood home.

4. Fulfilling the North College Corridor Plan

Strengthening the Local Customer Base (Goal LU 1 & LU 3) The NCCP explicitly notes that the economic strength of businesses in the corridor is largely dependent on building up the customer base within the trade area, citing a specific need for "more housing". By introducing 126 households, Bristlecone Affordable provides the necessary residential density to support local commercial businesses. Furthermore, by utilizing the affordable housing density bonus to build a 4-story structure, the project fulfills the NCCP's **Goal LU 3: "Maximize multiple story buildings"**, which helps create a stronger sense of place and maximizes the value of existing and newly-built infrastructure.

Completing the Street Network (Goal STN 1) A central facet of the NCCP's vision is retrofitting a disjointed area with a more complete network of streets. The project directly executes **Goal STN 1** ("Evolve a more complete pattern of streets, drives, and alleyways forming interconnected blocks of development... behind highway frontage") by dedicating land and constructing the Red Cedar Circle extension. This provides critical alternative circulation off of North College Avenue, breaking up obsolete super-blocks into functional, walkable urban places.



BRISTLECONE AFFORDABLE

TRANSIT ORIENTED COMMUNITIES MAP

Overview of 2025 and 2026 Small DDAs and QCTs

The 2026 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2026. The 2026 QCT designations use tract boundaries from the 2020 decennial census. The 2026 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 decennial census. The designation methodology is explained in the Federal Register notice published September 30, 2025.

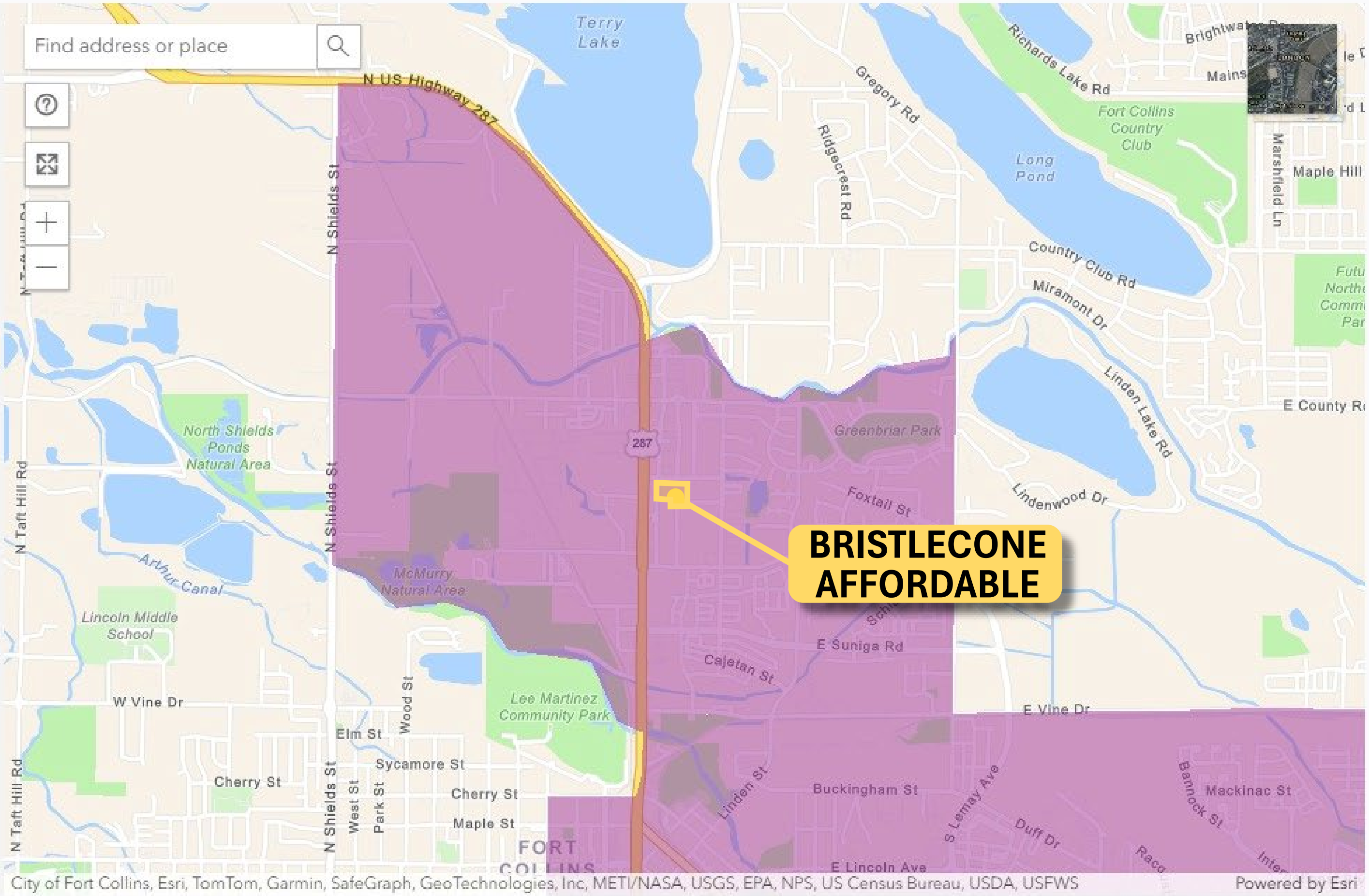
Current zoom: 13

Select Year:

2026 2025

Select Layer(s):

- LIHTC Projects (Zoom 11+)
- FMR Outlines (Zoom 4+)
- Difficult Development Areas (Zoom 7+)
  - Non-Metro Difficult Development Areas
  - Small Difficult Development Areas
- QCT Qualified Tracts (Zoom 7+)
- Tracts Outline (Zoom 11+)



BRISTLECONE AFFORDABLE

QUALIFIED CENSUS TRACT MAP

MJT Properties, Inc.

MJT Properties, Inc. and J. Marc Hendricks have successfully completed the development of the following multi-family apartment properties:

DEVELOPED PROPERTIES –

Columbine West Apartments 48 apartments - family	6748 S. Webster Street Jefferson County, CO
South Creek Apartments 36 apartments - family	5891 S. Nevada Street Littleton, CO
Main Street Apartments 50 apartments - family, retail	5710 S. Prince Street Littleton, CO
Columbine Village at Arvada (HUD) 60 apartments - senior	7901 W. 52nd Avenue Arvada, CO
Columbine Village on Allison – Phase I (HUD) 67 apartments - senior	5310 Allison Street Arvada, CO
Columbine Village on Allison – Phase II (HUD) 44 apartments - senior	5330 Allison Street Arvada, CO
Columbine Village on Allison – Phase III (HUD) 61 apartments - senior	5340 Allison Street Arvada, CO
Fox Meadows Apartments (HUD) 138 apartments - family	3644 S. Timberline Road Fort Collins, CO
Tamarac Apartments (HUD) 50 apartments - senior	750 E. Cheyenne Road Colorado Springs, CO
The Village at Hampden Town Center (HUD) 132 apartments - senior	3601 S. Dallas Street Aurora, CO
Homewood Point Apartments 104 apartments - family	925 Homewood Point Colorado Springs, CO
Brighton Village Apartments – Phase I 60 apartments - senior	199 W. Southern Street Brighton, CO
Caribou Apartments – Phase I 97 apartments - family	4135 Verbena Way Fort Collins, CO
The Residences at Panorama Pointe 72 apartments - senior	8310 Clay Street Westminster, CO
The Village at Homewood Point 70 apartments - senior	907 E. Colorado Avenue Colorado Springs, CO
Caribou Apartments – Phase II 96 apartments - family	4110 Verbena Way Fort Collins, CO
Libretto Apartments – Phase I 28 apartments - senior	575 S. 8th Avenue Brighton, CO
Brighton Village Apartments - Phase II 63 apartments– senior	197 W. Southern Street Brighton, CO
Windmill Ranch Apartments 96 apartments - family	1083 S. 8th Avenue Brighton, CO
Libretto Apartments – Phase II 40 apartments – senior	197 W. Southern Street Brighton, CO
Shooks Run Apartments 40 apartments – family	842 S. Royer Street Colorado Springs, CO

UNDER CONSTRUCTION –

Village at Homewood Point – Phase II (HUD) 83 apartments – senior *Estimated completion – September 2026*	903 E. Colorado Ave. Colorado Springs, CO

PROJECTS IN FORT COLLINS

Caribou Apartments – Phases I & II

Fort Collins, CO | Affordable Family Property

- *Phase I completed 2008 — 97 units + clubhouse*
- *Phase II completed 2013 — 96 units, 30–60% AMI*
- *96.5% occupied with 800+ household waitlist*
- *Financed with LIHTC, CHFA, City HOME funds & CDOH match*

Northern Hotel Apartments

Fort Collins, CO | Affordable Independent Senior Property

- *Completed 2019 — historic hotel adaptive reuse, 47 units*
- *40–60% AMI with 5 Project-Based Vouchers*
- *Financed with LIHTC / Tax-Exempt Bonds*

Fox Meadows Apartments

Fort Collins, CO | Affordable Family Property

- *Completed 2001 — suburban multifamily rental, 8 buildings*
- *63 of 138 units at or below 60% AMI*
- *Financed with Private Activity Bonds (CHFA) + LIHTC*
- *$2,756,250 City of Fort Collins PAB allocation*

MJT Properties, Inc.

FEATHERSTONE DEVELOPMENT

Featherstone Development is a single-member LLC controlled by Edward (Ted) Featherstone.

A Denver native, Ted Featherstone has been involved in real estate development since 2007, with experience spanning from new construction to historic renovation, tax-credit to traditionally-financed, multifamily and office. Featherstone Development, in joint venture with DBG Properties, recently delivered the 154-unit 4% LIHTC "Sable Station" project in Aurora. Prior to that, for Zocalo Community Development, Ted sourced and led the development of "EDIT at River North", a 13-story, 366-unit market-rate apartment project in the River North neighborhood of Denver, recipient of the 2022 NAIOP Colorado Multifamily Development of the Year award.

Previously, Ted developed for JBG Companies (now JBG Smith), where he led multifamily and office new-construction projects in the Washington, DC metro area. Before JBG, Ted was with Wisznia Development, where he completed tax credit (Historic and New Markets) and HUD-financed historic renovation/office-to-multifamily conversion projects in downtown New Orleans.

Ted received his JD and MBA degrees from the University of Pennsylvania and the Wharton School of Business. Ted is also a non-practicing lawyer, admitted to the New York State Bar in 2013.

OVERVIEW

- Developer and consultant with experience in affordable, workforce, and market-rate housing
- 1,230 units developed in Colorado, Washington DC, Bethesda, MD, and New Orleans
- Experience in complex financing, tax credit, and equity joint venture structures

REPRESENTATIVE TRACK RECORD

15 SABLE APARTMENTS
Aurora, CO 80111

Units:	154
Project Cost:	$56,000,000
Firm:	Featherstone
Development Partner:	DBG Properties
Project Type:	4% LIHTC
Delivery Date:	2025

EDIT AT RIVER NORTH
Denver, CO 80205

Units:	366
Project Cost:	$100,000,000
Firm:	Zocalo
Project Type:	Market Rate
Delivery Date:	2021

4747 BETHESDA
Bethesda, MD 20814

Rentable Square Feet:	291,000
Project Cost:	$170,000,000
Firm:	JBG
Project Type:	Class A Office
Delivery Date:	2019

FEATHERSTONE DEVELOPMENT

EXHIBIT C

FORT COLLINS URA URBAN RENEWAL AUTHORITY

Urban Renewal Authority
222 Laporte Avenue
PO Box 580
Fort Collins, CO 80522
970.416.2517
asmith@fcgov.com
fcgov.com

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.

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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.

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 — Date
Fort Collins Urban Renewal Authority

ACCEPTANCE:

____

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

____

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