

TERM SHEET FOR LOAN AGREEMENT BETWEEN:

Fit Investment Group, LLC, or an entity to be determined under a New Market Tax Credit Structure, for the benefit of the Bronzeville Arts and Tech Hub, LLC (“Borrower”) and Redevelopment Authority of the City of Milwaukee (“RACM”)

1. The Site: Fit Investment Group, LLC, or an entity to be determined under a New Market Tax Credit Structure, for the benefit of the Bronzeville Arts and Tech Hub, LLC (“Borrower”) site is approximately 1.12 acres in size and consists of the properties located at 606 and 616 West North Avenue, Milwaukee, WI, (“Site”).
2. Loan Amount: Contingent upon satisfactory underwriting, verification of all other loan and funding approvals by all other parties and for the amounts represented in the project sources document, and RACM approval of final proforma projections, RACM will provide a loan of up to \$500,000 to Borrower to support environmental cleanup activities at the Site. The loan funds will be provided from RACM’s Brownfield Cleanup Revolving Loan Fund (BCRLF).
3. Site Remediation: Owner will undertake environmental remediation activities at the site, in accordance with the Wisconsin Department of Natural Resources Ch. NR 700, Wis. Admin. Code.
4. New Market Tax Credit Structure: RACM and Borrower acknowledge that (i) the Project will be developed and constructed through a New Market Tax Credits (NMTC) structure, (ii) the Loan will be aggregated with funding from other sources to provide the “Source Loan” to Borrower, and (iii) within the NMTC tax structure, Borrower may also be known as the “Leverage Lender”. As such, any formal approval and closing of the Loan by RACM would be contingent upon acceptable documentation (collectively, “NMTC Documentation”).
5. Term of Loan: The Term of the Loan shall be 16 years from the execution of the BCRLF loan at an interest rate of 4.0%. During the initial 24 months of the term of the loan, interest would accrue on amounts drawn and disbursed to the borrower and be capitalized to the note. After completion of the interest accrual period, Borrower shall make up to 14 years of annual payments to RACM of interest owed plus principal in an amount equal to that being paid to other cash flow lenders in the waterfall. The cash flow being divided amongst the cash flow lenders will be that available after payment of all operating expenses (including rent to the QALICB), funding of reserves, hard debt service and required loan fees, but before payment of any sponsor management fees or success fees. The annual payments will be applied to accrued and unpaid interest first with any remainder amount being paid toward the principal balance of the loan. A final balloon payment of all accrued interest and remaining principal balance to be paid in full at

maturity. Notwithstanding the foregoing, subject to approval of all cash flow lenders prior to closing, the final cash flow waterfall may provide for additional annual principal payments to Legacy Redevelopment Corporation if required as a condition of Legacy Redevelopment Corporation's loan approval, and if prior to beginning the closing process the Project has no less than 65% of the space under signed LOIs with satisfactory tenants.

6. Sponsor Management Fee: If agreed upon prior to closing by all Source Lenders, upon Project completion and stabilization of the Project, up to \$10,000 per year or up to 10% of available cash flow per year, whichever is higher, appreciating 3% annually, may be paid towards the Sponsor Management Fee. The payment of the Fee must be approved by all Source Lenders.
7. Collateral: The loan shall be secured by (i) a subordinate pledge of the ownership interests of the Investment Fund in the Community Development Entity (referred to as "Sub CDE, LLC"), and (ii) through the pledge provided in clause (i) above, the mortgage, assignment of leases and rents and other real estate-based security given by the owner of the Project real estate and improvements thereto (Bronzeville Arts and Tech Hub, LLC) to the Community Development Entity.
8. Equity: Borrower shall substantiate an equity contribution towards the project in an amount currently expected to be \$300,000 of Developer Equity.
9. Guarantee: Unlimited corporate guarantee of FIT Investment Group, LLC.
10. Disbursing: Funds will be disbursed in full at closing to fund the "Source Loan", as long as acceptable documentation of environmental expenses is verified prior to closing.
11. Expense Eligible for Use With Loan Funds: Loan funds shall be utilized for environmental cleanup activities associated with site redevelopment activities. All expenses will be reviewed and approved by RACM prior to disbursement, or as part of a mutually agreed upon accounting process.
12. Sunset Provision: If a loan agreement per the above terms is not fully executed within 6 months of RACM board approval (January 16, 2027), this term sheet approval will expire.