

**GOLDEN URBAN RENEWAL AUTHORITY
TAX INCREMENT REVENUE NOTE**

\$8,750,000.00

November __, 2005

FOR VALUE RECEIVED, GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado ("Borrower"), hereby promises to pay to the order of COLORADO BUSINESS BANK ("Lender"), at its main office at 821 Seventeenth Street, Denver, Colorado 80202, in lawful money of the United States of America, the principal sum of Eight Million Seven Hundred Fifty Thousand and No/100 Dollars (\$8,750,000.00) or such lesser outstanding amount as provided in the Loan Agreement, together with interest (computed on the basis of actual days elapsed in a 365/366-day year) on the unpaid principal amount hereof from time to time outstanding, all in immediately available funds, at the interest rates and times set forth in the "Loan Agreement" defined below.

This Note is the Promissory Note referred to in the Loan and Security Agreement dated of even date herewith (as it may be amended, modified, replaced, substituted, or extended from time to time, the "Loan Agreement") between Borrower and Lender. This Note evidences the Loan and is issued pursuant to Part 2 (and each subsection thereof) of Colorado Revised Statutes, Title 11, Article 57, and Part 1 (and each subsection thereof) of Colorado Revised Statutes, Title 31, Article 25, in each case as amended from time to time. The Loan is a non-revolving loan and no portion thereof may be borrowed, repaid, and then re-borrowed. Upon the occurrence of any Event of Default, the entire unpaid principal balance hereof, all accrued and unpaid interest thereon, and any other amounts owing hereunder shall, at the option of Lender, become immediately due and payable in full as provided in the Loan Agreement.

This Note is secured, is subject to scheduled payments and certain permissive and mandatory prepayments, and is subject to acceleration, in each case upon the terms and provisions provided in the Loan Agreement, all of which are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Upon the occurrence of any Event of Default, Borrower agrees to pay all reasonable costs and expenses of collection, including reasonable attorneys' fees. Borrower waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and acceptance, and all other notices of any kind whatsoever.

Borrower's liability hereunder is limited as set forth in Section 18(s) of the Loan Agreement.

THE VALIDITY, CONSTRUCTION, AND ENFORCEABILITY OF THIS NOTE SHALL BE GOVERNED BY COLORADO LAW WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. TO THE FULLEST EXTENT PERMITTED

BY LAW, BORROWER WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT, OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OTHER LOAN DOCUMENT.

BORROWER:

GOLDEN URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of
Colorado

By: _____
Name: _____
Title: _____