

(TRG D R A F T 11-23-05)

THE GOLDEN URBAN RENEWAL AUTHORITY,
the Authority

AND

WASHINGTON SQUARE GOLDEN LP
the Developer

REDEVELOPMENT AGREEMENT

Dated as of _____

REDEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of _____, 2005, by and between the GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority"), WASHINGTON SQUARE GOLDEN LP, a Delaware limited partnership (as to Phase 1A and Phase 2, the "Developer") and NEXCORE PARTNERS XVI LLLP, a Colorado limited liability limited partnership (as to Phase 1B, the "Developer").

RECITALS

A. By Ordinance No. 1078, dated December 28, 1989, the City Council of the City of Golden, Colorado, approved the Golden Urban Renewal Plan (the "Plan") as an urban renewal plan under the Act for the Urban Renewal Area described therein. The Authority is carrying out the Plan in accordance with the Act.

B. The Developer has entered into contracts to acquire certain real property in the area covered by the Plan and desires to redevelop such property in a manner consistent with the Act and the Plan.

C. It is the intention of the parties that all rights and responsibilities of this Agreement with respect to Phase 1A and Phase 2 shall inure to the benefit of and be the responsibility of Washington Square Golden LP, a Delaware limited liability company, and all rights and responsibilities of Phase 1B shall inure to the benefit of and shall be the responsibility of NexCore Partners XVI LLLP, a Colorado limited liability limited partnership.

D. The Authority intends to enter into other agreements described herein, acquire certain real property, obtain financing, and undertake other activities in accordance with the Act and the Plan to facilitate redevelopment of the real property described in this Agreement.

E. The Authority has determined that the redevelopment of such real property in accordance with this Agreement is consistent with the Act and the Plan and will provide needed public improvements and other benefits to the citizens of the City of Golden.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Authority and the Developer agree as follows:

Section 1 DEFINITIONS

In this Agreement, unless a different meaning clearly appears from the context:

Alleyway means the alley between the 708 Parcel on the east and the 1219 Parcel and 1299 Parcel on the west from its south boundary line to the westerly extension of the north boundary line of the 708 Parcel.

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes.

Approval or Approved means the following: by the Developer - written approval signed by the manager thereof; by the Authority - written approval authorized by the Board of Commissioners of the Authority acting by motion or resolution; provided, however, the Authority, by motion or resolution, may delegate authority to make decisions of approval or disapproval (and deliver notice thereof in writing) to a committee, commissioner, officer or employee of the Authority. Any required Approval or consent shall be subject to Section 12.12.

Approved Budget means the budget for all costs related to designing and constructing each Phase of the Improvements as set forth in **Exhibit C**.

Authority Financing means the TIF Funds.

Banks Contract means the contract between the Authority and the owner or owners of the Banks Parcel.

Banks Parcel means the parcel of real property legally described in **Exhibit A**.

Certificate of Completion means the certificate attached as **Exhibit F**.

City means the City of Golden, Colorado.

City Contract means the contract between the City and the Authority described in Section 4.01.

City Parcel means the parcel of real property owned by the City and legally described in **Exhibit A**.

CDPHE means the Colorado Department of Public Health and Environment.

Code means the Internal Revenue Code of 1986, as amended.

Commence Construction or Commencement of Construction means for each Phase the visible commencement by the Developer of actual physical operations for the erection of the Improvements included in such Phase, including, without limitation, obtaining a building permit from the City for the Improvements included in such Phase and installation of a permanent required construction element related to such Phase, such as a caisson, footing, foundation or wall.

Common Elements shall have the respective meanings set forth in the Parking Condominium Declaration and the Washington Square Condominium Declaration.

Complete Construction or Completion of Construction means, for each Phase, the issuance by the City of a certificate of occupancy for the Improvements in such Phase, and, for the Parking Condominium, Approval and execution of the Parking Agreement and all of the Parking Condominium Documents.

Construction Documents means the documents for Phase 1B as described in Section 6.01b.

Development Financing means, for each Phase, commitments for debt and equity financing secured by Developer to Complete Construction of each Phase as evidenced by (a) firm written loan commitment from a debt provider with all contingencies satisfied or within exclusive control of the Developer, (with the exception of pre-sales and pre-leasing requirements) and evidence that all commitment fees and costs have been paid and (b) evidence reasonably satisfactory to the Authority that the Developer has obtained binding commitments for any and all required equity sufficient to perform its obligations under this Agreement, as evidenced by without limitation all related financing agreements and the Washington Square LP operating agreement and its related subscription agreements.

Development Plan means **Exhibit B**, describing the concept and plan for redevelopment of each Phase.

Eligible Expenditure or Eligible Expenditures means those reasonable and customary expenditures certified by the Developer from time to time to be : (a) for the land acquisition, development, design, project management and construction of each Phase of the Development Plan; (b) incurred in accordance with this Agreement and (c) included in the Approved Budget for each Phase.

Environmental Laws means any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, grants, franchises, licenses or agreements relating to the environmental or the Release (as defined in any such Environmental Law) of any Hazardous Substances into the environment.

Fixed Price means the maximum price for construction of the Parking Structure Improvements and inclusive of all costs and fees of any kind, but exclusive of change order costs and allowance overages, provided such change order costs and allowance coverages are Approved in writing by the Authority or are included in the Approved Budget. The Fixed Price shall conform with the Approved Budget.

Fixed Price Contract means the development delivery contract between the Authority and the Developer for the design, development management and construction of the Parking Structure Improvements. Payment under the Fixed Price Contract shall not exceed the Fixed Price plus change order and allowance overage costs as provided in the Fixed Price Contract, provided such change order costs and allowance overage costs are Approved in writing by the Authority or are included in the Approved Budget. The Fixed Price Contract shall conform with the Approved Budget for Phase 1B.

GDGID means the Golden Downtown General Improvement District established by Ordinance No. 521, passed and adopted by the City Council of the City in September of 1963.

GDGID Contract means the contract between GDGID and the Authority described in Section 4.01.

GDGID Parcel means the parcel of real property owned by GDGID and legally described in **Exhibit A**.

Hazardous Substance means any substance, material or waste that is included within the definition of “hazardous substances,” “hazardous materials,” hazardous waste,” “toxic substances,” toxic materials,” toxic waste” or words of similar import in any Environmental Law.

Improvements means the improvements described herein that the Developer is required or permitted to construct in any respective Phase under this Agreement as set forth in the Approved Construction Documents for each Phase.

Material Change means those changes in planning and construction documents for each Phase as set forth in Section 6.

No Action Determination means issuance of a written determination by CDPHE approving a no action petition pursuant to C.R.S. §25-16-307(2)(b)

No Further Action Determination means the issuance to CDPHE by a qualified environmental professional that the VCUP approved by CDPHE pursuant to C.R.S. §25-16-306(2) has been fully implemented.

Owner Representative means the person identified as the party representing the Authority in Section 4.04(g) and any successor appointed by the Authority upon written notice to the Developer.

Parking Agreement means an agreement for the operation and management of the Parking Condominium which may be entered into by the Parking Condominium Association as provided in the Parking Condominium Declaration.

Parking Condominium means the condominium common interest community that shall be created for the Parking Structure Improvements by the recording of the Parking Condominium Declaration, consisting of the Parking Condominium Units and Common Elements.

Parking Condominium Association shall mean the Parking Condominium Association, a Colorado non-profit corporation, or such other condominium association governing the Parking Condominiums.

Parking Condominium Unit shall have the meaning set forth for the term “Unit” in the Parking Condominium Declaration.

Parking Condominium Unit Owner shall mean the record holder of legal title to any Parking Condominium Unit or portion thereof. If there is more than one (1) record holder of legal title to a Parking Condominium Unit, each such record holder shall be an Owner. The term Parking Condominium Unit Owner includes the Developer and the Authority to the extent that each is the record holder of legal title to a Parking Condominium Unit or a tenancy-in-common interest in a Parking Condominium Unit.

Parking Condominium Documents means the documents required by Colorado law to create a condominium common interest community for the Parking Condominium. The Parking Condominium Documents shall consist of a Declaration of Covenants, Conditions and Restrictions for the Parking Condominiums, as the same may be recorded in the real estate records of the Clerk and Recorder of Jefferson County, Colorado, at any time after substantial completion of the Parking Structure Improvements pursuant to C.R.S. 38-33.3-201, a condominium map, and related documents that conform with the requirements of applicable laws, codes and ordinances.

Parking Structure Improvements means the multi-level parking structure (containing not less than 266 parking spaces) and all related surface and subsurface parking and Improvements that the Developer will construct in Phase 1B and that the Authority will submit to a condominium regime as the Parking Condominium.

Parking Structure Parcel means one of the parcels of property resulting from the replatting of the City Parcel, the GDGID Parcel and the 708 Parcel as described in the Development Plan and in Section 4.

Party or Parties means a party or the parties to this Agreement.

Phase or Phases means one or more of Phases 1A, 1B and 2 for the redevelopment activities described in the Development Plan and this Agreement.

Phase 1A means the development and construction of the Washington Square Improvements, as described in the Development Plan.

Phase 1B means the development and construction of the Parking Structure Improvements, as described in the Development Plan.

Phase 2 means the acquisition of the Phase 2 Parcel and the development and construction of the Phase 2 Improvements, as preliminarily described in the Development Plan.

Phase 2 Improvements means the building structure(s) and all related surface and subsurface parking and Improvements that Developer may construct in Phase 2.

Phase 2 Parcel means one of the parcels of property resulting from the replatting of the City Parcel, the GDGID Parcel and the 708 Parcel as described in the Development Plan and in Section 4.

Plan and Urban Renewal Plan mean the Golden Urban Renewal Plan (a.k.a. Golden Downtown Redevelopment Plan), approved by the City Council of the City on December 31, 1989, by Ordinance No. 1078, as such Plan may be amended from time to time.

Schedule of Performance means **Exhibit D**, the schedule that governs the times of performance by the Parties.

Schematic Documents means the documents for Phase 1A and Phase 2 as described in Section 6.01a.

708 Parcel means the parcel of real property located at 708-13th Street in the City and legally described in **Exhibit A**.

Special Fund means the fund into which the Authority will deposit the proceeds of the Authority Financing. The Authority will make disbursements from the Special Fund as provided in Section 4.02.

TIF Funds means that portion of the Authority Financing resulting from the refinancing of certain existing obligations of the Authority and at the discretion of the Authority, from other funds available to the Authority.

Total Project Cost means, for Phases 1A and 1B, the total of all costs for each Phase as listed in the Approved Budget set forth in **Exhibit C**. For Phase 2, Total Project Cost shall mean the acquisition cost of the Phase 2 Parcel plus Developer's budgeted costs for the development and construction of the Phase 2 Improvements.

1219 Parcel means the parcel of real property located at 1219 Washington Avenue in the City and legally described in **Exhibit A**.

1299 Parcel means the parcel of real property located at 1299 Washington Avenue in the City and legally described in **Exhibit A**.

Urban Renewal Area means all of the area described in and subject to the Plan.

VCUP means a voluntary cleanup pursuant to C.R.S.§25-16-304.

Washington Square Condominium means the condominium common interest community that may be created by Developer for the Washington Square Improvements by the recording of the Washington Square Condominium Declaration, consisting of the Washington Square Condominium Units and Common Elements.

Washington Square Condominium Association shall mean the Washington Square Condominium Association, a Colorado non-profit corporation, or such other condominium association governing the Washington Square Condominiums.

Washington Square Condominium Unit shall have the meaning set forth for the term "Unit" in the Washington Square Condominium Declaration.

Washington Square Condominium Unit Owner shall mean the record holder of legal title to any Washington Square Condominium Unit or portion thereof. If there is more than one (1) record holder of legal title to a Washington Square Condominium Unit, each such record holder shall be an Owner. The term Washington Square Condominium Unit Owner includes Developer to the extent that Developer is the record holder of legal title to a Washington Square Condominium Unit or a tenancy-in-common interest in a Washington Square Condominium Unit.

Washington Square Condominium Documents means the documents required by Colorado law to create a condominium common interest community for the Washington Square

Condominium. The Washington Square Condominium Documents shall consist of a Declaration of Covenants, Conditions and Restrictions for the Washington Square Condominiums, as the same may be recorded in the real estate records of the Clerk and Recorder of Jefferson County, Colorado, at any time after substantial completion of the Washington Square Improvements pursuant to C.R.S. §38-33.3-201, a condominium map, and related documents that conform with the requirements of applicable laws, codes and ordinances.

Washington Square Improvements means the multi-use structure (which may contain residential, retail, commercial, office, parking and other uses), and all related surface and subsurface parking and Improvements that Developer will construct in Phase 1A and may submit to a condominium regime as the Washington Park Condominium. The Washington Square improvements shall be constructed in accordance with this agreement, including, without limitation, **Exhibit B** and the attachments referenced therein.

Section 2 DESCRIPTION OF REDEVELOPMENT

2.01 Redevelopment. This Agreement sets forth the respective duties of the Parties for financing, designing, and constructing Phases 1A and 1B of the Development Plan in accordance with the Approved Budget for Phases 1A and 1B, and it sets forth the rights and obligations of the parties with respect to Phase 2 of the Development Plan. The respective duties of the Parties are expected to further the purposes and goals of the Plan and afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.02 Responsibilities. All rights and responsibilities of this Agreement with respect to Phase 1A and Phase 2 shall inure to the benefit of and be the responsibility of Washington Square Golden LP, a Delaware limited liability company, and all rights and responsibilities of Phase 1B shall inure to the benefit of and shall be the responsibility of NexCore Partners XVI LLLP, a Colorado limited liability limited partnership.

Section 3 CONDITIONS

3.01 Conditions. The respective obligations of the Parties under this Agreement are conditioned upon the following events (each a “Condition” and collectively the “Conditions”), which, unless a different date is specified for a particular Condition, must be satisfied or waived by the date for that Condition set forth in the Schedule of Performance. A Condition may apply to the entire Agreement or to one or more Phases as set forth in parentheses for that Condition. Those that apply to only one or more Phases specify the Phase or Phases to which the Condition applies. If a particular Condition is not achieved by its respective deadline, this Agreement may be terminated in its entirety or with respect to a specified Phase or Phases as specified in the parentheses for that Condition.

a. The Authority obtains the Authority Financing (Agreement may be terminated only in its entirety by either Party).

b. The Developer acquires title to the 1219 Parcel and 1299 Parcel in accordance with its existing contracts to purchase such property (Agreement may be terminated only in its entirety by either Party).

- c. The Developer obtains Developer Financing for Phase 1A (Agreement may be terminated only in its entirety by either Party).
- d. The Authority Approves the Developer Financing for Phase 1A (Agreement may be terminated only in its entirety).
- e. The Authority enters into the City Contract, the Banks Contract, and the GDGID Contract. (Agreement may be terminated only in its entirety by either Party).
- f. The Parties Approve the Approved Budget and Eligible Expenditures for Phase 1A (Agreement may be terminated only in its entirety by either Party).
- g. The Parties Approve the Approved Budget, Fixed Price Contract, engineering and architectural design, and related Contract Documents for Phase 1B (Agreement may be terminated only in its entirety by either Party).
- h. The Authority Approves the condition of title to the 708 Parcel and takes title to such real property as the assignee of the Developer in accordance with the Developer's existing contract to purchase such property (Agreement may be terminated only in its entirety by either Party).
- i. The Authority completes a Phase I environmental analysis of the 708 Parcel, the Alleyway, the City Parcel, the GDGID Parcel, and the Banks Parcel that is acceptable to the Authority (Agreement may be terminated only in its entirety by either Party).
- j. The Authority obtains the approval of CDPHE of a VCUP for the 708 Parcel and the surrounding area that is reasonably satisfactory to the Authority, consistent with the Approved Budget, and, if applicable, includes the cooperation of other property owners that may be affected by the VCUP and required to complete the VCUP (Agreement may be terminated only in its entirety by either Party).
- k. The Developer obtains the Developer Financing for Phase 2 (Agreement may be terminated by either Party solely with respect to Phase 2).
- l. The Authority Approves the Developer Financing for Phase 2 (Agreement may be terminated by either Party solely with respect to Phase 2).
- m. The Developer submits the Construction Documents for Phase 2 to the Authority and the City (Agreement may be terminated by the Authority solely with respect to Phase 2).
- n. The Developer obtains the Approval of the Construction Documents for Phase 2 from the Authority and the City (Agreement may be terminated by either Party solely with respect to Phase 2).
- o. The Authority receives a No Action Determination from CDPHE for the Phase 2 Parcel (Agreement may be terminated by either Party solely with respect to Phase 2)

p. The Developer closes on the sale of 75% of the total number of residential Washington Square Condominium Units (Developer may terminate this Agreement solely with respect to Phase 2).

q. The Developer, with the cooperation of the Authority, obtains the vacation of the alleyway as described herein.

3.02 Failure of Conditions. The Parties may extend the deadline for any Condition by written extension signed by both Parties. If any Condition has not been satisfied or waived in writing on or before the respective deadline for that Condition listed in the Schedule of Performance, the Party or Parties designated in the parentheses within the subparagraphs in Section 3.01 may terminate this Agreement by delivering written notice to the other within 30 days after the Condition deadline. If a termination notice is given timely, this Agreement will terminate and become null and void on the date stated in the termination notice, which shall not be more thirty (30) days after the date of the termination notice. The failure of a Party to deliver a termination notice within thirty (30) days after the deadline for an unmet Condition shall constitute a waiver of that Condition by such Party. Either Party shall, at the request of the other Party, promptly provide written confirmation of the satisfaction, non-satisfaction or waiver of any Condition.

Section 4 DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

4.01 Authority Financing; Contracts. In accordance with the Schedule of Performance, the Authority will use its reasonable best efforts to obtain the Authority Financing, the City Contract, the GDGID Contract, and the Banks Contract.

a. The Authority Financing includes (1) obtaining a loan from Colorado Business Bank, drawing the proceeds in accordance with applicable loan documents paying existing indebtedness, and from the remaining proceeds, designating the amount of at least \$5.56 million dollars (\$5,560,000) for deposit upon receipt by the Authority in the Special Fund to be disbursed and applied in accordance with this Agreement, and (2) interest earned on funds deposited in the Special Fund. The terms and conditions of the Authority Financing shall be acceptable to the Authority. In no event may the Authority Financing for any Phase impair any existing reimbursement obligations and agreements of the Authority in the Urban Renewal Area, and the Authority represents that the Authority Financing as described in this Agreement will not do so. Unless otherwise agreed in writing, the Authority shall not be required to commit funds to the Authority Financing in excess of the amounts specified in this Agreement, it being the understanding of the Parties that the Authority intends to carry out additional redevelopment activities in the Urban Renewal Area.

b. From the proceeds of the Authority Financing, the reimbursement proceeds related to Phase 1A will be disbursed to the Developer in the manner described in Section 4.03. The balance of the Special Fund shall be used to pay the Eligible Expenditures related to Phase 1B in accordance with the Approved Budget and the Development Plan, and, without impairing the Development Plan for Phase 1B, may be applied by the Authority to reimburse the Developer for Eligible Expenditures in Phase 1A and Phase 2, at the discretion of the Authority.

c. The City Contract and the GDGID Contract shall contain the respective agreements by the City and GDGID to transfer title to the City Parcel and the GDGID Parcel to the Authority for the purpose of combining the City Parcel with the GDGID Parcel and the 708 Parcel and replatting such parcels to create the Parking Structure Parcel and the Phase 2 Parcel. The City Contract and the GDGID Contract shall also include such other reasonable and necessary terms required to assist in obtaining the Authority Financing, comply with applicable law, and protect the respective interests of the Authority, GDGID, and the City.

4.02 The Special Fund. The Authority agrees to create and maintain the Special Fund. As Authority Financing proceeds become available to the Authority, the Authority will deposit them into the Special Fund and will make disbursements and payments therefrom in accordance with Section 4.01b.

a. At all times while it is holding and maintaining the Special Fund, the Authority will earn interest on (and will credit interest to) the Special Fund in accordance with its normal practices and procedures. Except for amounts that the Authority pays directly in accordance with this Agreement, disbursements from the Special Fund (including all interest earned on and credited to the Special Fund) will be made in accordance with this Agreement, the procedure for documenting payment of the Eligible Expenditures set forth in **Exhibit E**, and the Fixed Price Contract.

b. The Authority will keep and maintain accurate records of the deposits into and disbursements from the Special Fund revenues in which complete entries shall be made in accordance with standard principles of accounting and, upon request, shall make such records available for inspection and copying by the Developer during regular business hours. The Authority's normal and customary fees and charges for copying such records shall be paid by the Developer at the time of such inspection.

4.03 Phase 1A. In accordance with the Schedule of Performance, the Authority will use its reasonable best efforts to obtain the Authority Financing, to enter into the City Contract, the Banks Contract and the GDGID Contract, and to cooperate with the Developer and sign documents necessary to obtain the Alleyway vacation. A portion of the Authority Financing shall be used for payment of certain Eligible Expenditures in the Approved Budget for Phase 1A and listed in **Exhibit C** as follows: (1) \$1,000,000 will be deposited with the Developer's lender prior to or in conjunction with the closing of the Developer's construction loan for Phase 1A and disbursed by Developer's Lender to pay for costs and expenses related to Phase 1A, and (2) \$250,000 will be disbursed to the Developer upon Completion of Construction of Phase 1A.

4.04 Phase 1B. In accordance with the Schedule of Performance, the Authority will use its reasonable best efforts to obtain the TIF Funds for Phase 1B.

a. The TIF Funds include a total of \$4.31 million dollars (\$4,310,000) for Phase 1B, to be obtained by the Authority from the net proceeds of a loan from Colorado Business Bank and, at the discretion of the Authority, from unencumbered cash on hand.

b. Provided it has first approved the condition of title to the 708 Parcel and obtained and approved a Phase I environmental analysis of the 708 Parcel, the Authority will

take title to the 708 Parcel as the assignee of the Developer in accordance with the Developer's existing contract to purchase such property. The Authority will be responsible for obtaining the approval by CDPHE of a VCUP that is consistent with the Approved Budget, including, if applicable, obtaining the cooperation of other property owners that may be affected by the VCUP. The Authority shall not be required under this Agreement to pay more than the acquisition price for the 708 Parcel and the cost of performing the VCUP relating to the 708 Parcel than the amounts set forth for each in the Approved Budget.

c. The Authority agrees to acquire title to the Banks Parcel, the City Parcel, and the GDGID Parcel in accordance with the terms and conditions of the Banks Contract, the City Contract, and the GDGID Contract, and to obtain approval of CDPHE of the VCUP in accordance with the Voluntary Clean-up and Redevelopment Act, C.R.S. §25-16-301 et seq.

d. The Authority will be responsible for carrying out the VCUP and for obtaining either No Action Determinations or No Further Action Determinations from CDPHE for the land within the Alleyway, the 708 Parcel, the Phase 1B Parcel and the Phase 2 Parcel, so that redevelopment may proceed in accordance with the Development Plan and the Schedule of Performance.

e. The Authority agrees to cooperate with the Developer and sign documents required to replat the GDGID Parcel, the City Parcel, the 708 Parcel and the Alleyway, in accordance with the Development Plan to create the Parking Structure Parcel and the Phase 2 Parcel.

f. Subject to approval of the Authority's bond counsel and in conformance with the requirements of the Code and applicable regulations related to tax exempt financing, described in the Development Plan and set forth in the Parking Condominium Documents, a portion of the subsurface of the Parking Structure Parcel and the Phase 2 Parcel will be combined with the subsurface of the vacated Alleyway described in Section 4.05, will be divided into Parking Condominium Units, the construction costs for which will be paid by the Developer, and which will be conveyed to the Developer for private parking associated with Phase 1A and/or Phase 2.

g. The Authority has selected and hired John Rossini as the Owner Representative for Phases 1A and 1B. The Owner Representative shall assist the Authority in monitoring and enforcing the use of the Authority Financing regarding the Eligible Expenditures for Phase 1A. The Owner Representative shall assist the Authority in the preparation and review of the Approved Budget and the Fixed Price Contract, reviewing the Construction Documents, reviewing proposed change orders, and development of a construction schedule for Phase 1B; monitoring construction progress of Phase 1B; review of application for and payment of Eligible Expenditures; and other services consistent with the Authority's duties under this Agreement with respect to Phase 1B.

h. All cost savings resulting from expending the revenues in the Special Fund for Phase 1B in accordance with this Agreement will be applied in accordance with the Fixed Price Contract, but in no event shall the Authority be obligated to contribute more to the

Special Fund than the amounts set forth in this Agreement unless the Authority otherwise agrees in writing.

i. The Developer will have the right to purchase up to a maximum of 35 Parking Condominium Unit parking spaces in the Parking Structure to be allocated, in the discretion of the Developer, for the benefit of Phase 1A and Phase 2. Such right to purchase shall be in addition to and separate from the subsurface parking described in Section 4.04f and Section 4.05. In accordance with the Schedule of Performance, the Parties shall negotiate the terms applicable to such purchase right. The terms shall be subject to the Approval of the Authority's bond counsel and shall conform with the requirements of the Code and applicable regulations related to tax exempt financing of the Parking Structure. It is the intention of the Parties that the Condominium Documents and the terms of the Developer's purchase rights, including the timing of payment and amount of payments, shall be drafted to meet such tax exempt requirements as determined by the Authority's bond counsel. To the extent that the Developer does not purchase all or any portion of such parking spaces, the Authority will pay for and own such parking spaces in accordance with this Agreement and the Fixed Price Contract.

j. The Parking Structure foundation and the full height of the Parking Structure wall at the conjunction of the Parking Structure and the Phase 2 Parcel shall be designed and constructed so that they may serve as a common foundation and a party wall for the Parking Structure and the Improvements to be constructed on Phase 2, and the Authority and Developer shall enter into an appropriate party foundation and party wall agreement with respect to such structures. The same design and construction requirements will be applied to the north wall of the Parking Structure to accommodate a future development on the adjacent surface lot.

4.05 Alleyway Acquisition and Vacation. In accordance with the Schedule of Performance, the Developer will undertake to obtain a conveyance of the Alleyway to the Authority and a vacation of the Alleyway as a public right of way on terms and conditions approved by the Authority. After such Approval, the Authority will cooperate with the Developer and execute such documents as may be required in connection with such vacation and conveyance. To facilitate the transfer of title to the Alleyway from the City to the Authority, Developer will assign to the Authority any right it might otherwise have to receive title to any portion of the Alleyway upon vacation, it being the intention of the Parties that all title to the Alleyway shall be conveyed directly by the City to the Authority. The Authority shall include the Alleyway in its VCUP and shall undertake any required environmental clean up of the Alleyway in conjunction with its cleanup relating to the 708 Parcel.

a. The Authority shall grant Developer a license and a perpetual easement to construct and maintain parking Improvements and install utilities in subsurface portions of the Alleyway and in subsurface portions of the 708 Parcel and the Banks Parcel, as described in the Development Plan. Such parking Improvements shall be constructed at Developer's sole cost.

b. If Developer determines, and Authority approves, construction of a pedestrian bridge between the Washington Square Condominium and the Parking Structure or of a connecting structure between the Washington Square Condominium and the Phase 2 Improvements and the Authority holds fee title to the air rights necessary for such structure(s), then the Authority shall grant Developer a license and a perpetual easement to construct and

maintain such structures. Such structure(s) shall be constructed at Developer's sole cost. The Parking Condominium Documents shall include the right of the Authority to construct or have others construct additional pedestrian bridges to the Parking Structure from other buildings.

c. Subject to approval of the Authority's bond counsel and in conformance with the requirements of the Code and applicable regulations related to tax exempt financings, the surface and subsurface portions of the 708 Parcel and the Banks Parcel shall be made Parking Condominium Units as described in the Development Plan. Subject to agreement by the City, promptly after the Authority obtains either a No Action Determination or a No Further Action Determination for the surface and subsurface of the Alleyway, the Authority shall convey to Developer the Parking Condominium Unit(s) comprising the subsurface parking areas and shall convey or dedicate an easement to the City over the surface of the Alleyway. Subject to agreement by the City, the City shall have the obligation to maintain the surface of the Alleyway at the sole cost and expense of the City, but the City shall not be obligated to pay any portion of the cost of maintaining the remainder of the Parking Structure Improvements.

d. The terms and conditions of the transfer of interests in the subsurface of the Alleyway, the Banks Parcel and the 708 Parcel are set forth in Section 4.06.

4.06 Valuation and Transfer of Interests. It is the intention of the Parties that the loan from Colorado Business Bank to the Authority shall be exempt from taxation under the Code and regulations applicable to tax exempt financing of the Parking Structure. In accordance with the Schedule of Performance, the Parties shall establish the terms and conditions applicable to the transfer and valuation of the respective interests in the Alleyway and subsurface parking areas within the Banks Parcel and the 708 Parcel. Such terms and conditions shall be subject to Approval of the Authority's bond counsel and the Parties agree to execute such reasonable and necessary ancillary documents required to effectuate the configuration and exchange of such property rights and to pay to any Party such funds as the Authority's bond counsel may determine as reasonable to maintain the tax exempt nature of the Parking Structure financing.

a. Developer shall bear all costs of constructing subsurface parking Improvements and installing subsurface utilities in the Alleyway, the 708 Parcel and the Banks Parcel and shall bear the cost of repaving the surface of the Alleyway, and ownership of the subsurface Parking Condominium Units created thereby shall be transferred to Developer without further payment to the Authority.

b. The construction of surface parking Improvements adjacent to the Alleyway shall be included within Phase 1B.

4.07 Phase 2. In accordance with the Schedule of Performance, the Authority will use its reasonable best efforts to obtain the Authority Financing and enter into the City Contract and the GDGID Contract as such contracts relate to Phase 2, and to apply for and obtain a No Action Determination relating to Phase 2. The Parties recognize and agree that the Authority is taking title to the 708 Parcel to facilitate the redevelopment of the Urban Renewal Area and to assist the Developer in carrying out the Development Plan. Such assistance is in furtherance of the requirement in the Act that the Plan provide maximum opportunity, consistent with the sound

needs of the City, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

a. Provided the Conditions set forth in Section 3.01i through 3.01p have been met or waived, the Authority will convey title to the Phase 2 Parcel by Special Warranty Deed to the Developer at the time set forth in the Schedule of Performance. At the time of such conveyance, the Developer shall pay to the Authority the purchase price for the Phase 2 Parcel, which shall be Six Hundred Twenty Two Thousand Three Hundred Ninety Seven Dollars and (\$622,397.00) for a parcel containing at least 9,244 square feet; provided, however, the Developer shall pay for and take title to the entire Phase 2 Parcel. The purchase price shall be adjusted upward or downward at the rate of \$67.33 per square foot if the area of the parcel is above or below 9,244 square feet. The conveyance of title to the Phase 2 Parcel shall be subject to the requirements of this Agreement, including, without limitation, the time for Commencement of Construction and Completion of Construction of the Improvements to be constructed on the Phase 2 Parcel by the Developer.

b. If the Developer fails to take title to the Phase 2 Parcel in accordance with this Agreement, the Authority will advertise the Phase 2 Parcel for redevelopment in accordance with the Act and the Plan and a request for proposals developed by the Authority, it being the intention of the Parties that the failure of the Developer to preserve its acquisition rights to redevelop the Phase 2 Parcel shall operate as a waiver of such rights; provided, however, nothing herein will preclude the Developer from submitting a proposal to redevelop the Phase 2 Parcel in accordance with such request for proposal and the legal advertisement published by the Authority.

4.08 The Authority's Pre-Payment and Refinancing Rights. Notwithstanding any language in this Agreement to the contrary, after the Authority obtains the Authority Financing, the Authority may elect to pre-pay or accelerate payment of its obligations under this Agreement from any source available to the Authority without payment of premium or penalty.

4.09 Expeditious Processing. The Authority will use reasonable efforts to cooperate with the Developer to expedite all of the City development regulatory processes including, without limitation, subdivision, platting, zoning, use permits, variances, design review and building permit processes, to the extent necessary for the timely development, construction and leasing of all Improvements.

4.10 Limitation. While the obligation of the Authority to reimburse the Developer or otherwise pay the Eligible Expenditures is in effect, the Authority shall not enter into any agreement or transaction that impairs the rights of Developer under this Agreement.

Section 5 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

5.01 Developer Financing. In accordance with the Schedule of Performance, the Developer will use its reasonable best efforts to obtain the Developer Financing for each Phase. The Developer financing for each Phase shall be subject to Approval by the Authority on or before the respective dates for each specified in the Schedule of Performance.

5.02 Eligible Expenditures; Certificates. The Developer shall document and certify all Eligible Expenditures in accordance with **Exhibit E**. All Eligible Expenditures shall conform with the Approved Budget. In addition to any other certificate required from any architect or contractor, no application and payment for Eligible Expenditures shall be made without delivery to the Authority of a certificate certifying, without limitation, that the application and the Eligible Expenditures listed in the certificate are true and accurate in accordance with this Agreement and the requirements of applicable law, but the Authority agrees to disburse to the Developer a portion of the Authority Financing in accordance with Section 4.03. The Developer will also deliver a final certificate certifying the actual Total Project Cost of the Parking Structure Improvements and the Washington Square Improvements. The form of such certificates shall be approved by the Authority and signed by a representative of the Developer who is acceptable to the Authority. The Total Project Cost of the Parking Structure Improvements and the Washington Square Improvements shall not exceed the amount set forth in the Approved Budget.

5.03 Business Guidelines. In carrying out this Agreement, the Developer will follow and comply with the Authority's Compatible Business Guidelines, which are attached hereto as **Exhibit H**.

5.04 Phase 1A. In accordance with the Schedule of Performance, the Developer will undertake the following actions with respect to Phase 1A:

- a. Acquire title to the 1219 Parcel and the 1299 Parcel.
- b. Demolish and clear the existing improvements from the 1219 Parcel and the 1299 Parcel. Developer will clear the existing improvements from the 708 Parcel at the sole expense of the Authority and in accordance with the Approved Budget and Schedule of Performance. All demolition and clearance activities shall conform with all City requirements and the provisions of this Agreement, including, without limitation, the reuse of portions of the Linder Block facade materials as described in the Development Plan and Construction Documents.
- c. Undertake and complete any replatting required by the City or this Agreement.
- d. Prepare the Construction Documents prior to Commencement of Construction for the Washington Square Improvements.
- e. Commence Construction and Complete Construction of the Washington Square Improvements in accordance with the Development Plan, the Construction Documents, the Approved Budget, and other requirements of this Agreement as well as all applicable federal, state, and local laws, codes and ordinances.
- f. Prepare, at Developer's sole expense, the Washington Square Condominium Documents, Create the Washington Square Condominium, and form the Washington Square Condominium Association.
- g. Confirm to the Authority the recording of the Official Development Plan for Phase 1A and the recording of City Ordinance 1719 containing a restriction against

modification of the reproduction of the Linder Building façade without approval of the City Council, or, if such documents are not to be recorded by the City, then recordation of such a restrictive covenant referencing the Official Development Plan and Ordinance 1719.

5.05 Phase 1B. In accordance with the Schedule of Performance, the Developer will take the following actions with respect to Phase 1B:

- a. Obtain and submit to the Authority the title insurance and related documents described in the existing agreement for the purchase of the 708 Parcel.
- b. Prepare and execute an assignment document or documents transferring the existing agreement for the purchase of the 708 Parcel to the Authority. Such documents shall be subject to the reasonable review and Approval of the Authority.
- c. The Developer will prepare the Construction Documents, Fixed Price Contract, subcontractor bidding documents and bidding procedure, and will prepare a cost breakdown of the Fixed Price reasonably acceptable to the Owner Representative and sufficient to determine compliance with the Approved Budget and required to Commence Construction and Complete Construction of the Parking Structure Improvements. All such documents and the subcontractor bidding procedures are subject to Approval by the Authority.
- d. The Developer may enter into a contract with a general contractor for the construction of the Parking Structure Improvements. In cooperation with the Owner Representative, the Developer and the general contractor will obtain competitively bid subcontracts in accordance with the Fixed Price for construction of the Parking Structure Improvements. The Fixed Price shall conform with the Approved Budget and is subject to Approval by the Authority. All costs in excess of the Fixed Price, plus change order and allowance overage costs as provided in the Fixed Price Contract, provided such change order costs and allowance overage costs are Approved in writing by the Authority or are included in the Approved Budget, will be borne by the Developer. Cost savings may be applied by Developer to any aspect of development for the Parking Structure Improvements, in accordance with the Fixed Price Contract.
- e. The Developer will Commence Construction and Complete Construction for the Parking Structure Improvements in accordance with the Schedule of Performance.
- f. To the extent that the Approved Budget and Fixed Price contain fees and/or other compensation payable to the Developer for its services in connection with the development and construction of the Parking Structure Improvements, all such fees and compensation (1) shall be set forth as a separate line item in the Approved Budget; (2) shall not exceed shall be comparable to the customary compensation paid in the Denver metro area for the same or similar services; (3) shall not duplicate any fees paid to any other consultant, general contractor or subcontractor retained for the purpose of designing and constructing the Parking Structure Improvements; and (4) shall be payable in installments pursuant to a time schedule based on percentages of construction with the last payment due after completion of all punch list items.

5.06 The Parking Condominium. On or before the date specified in the Schedule of Performance the Developer shall prepare the Parking Condominium Documents reasonably acceptable to the Parties and the Authority's bond counsel, the cost of which shall be included within the Approved Budget. Provided such documents conform with this agreement, the Authority shall execute all documents required to be executed by the owner of the Parking Structure Parcel in order to form the Parking Condominium. The Authority will own all parking spaces (or the equivalent in Condominium Units) in the Parking Condominium except those to be acquired by the Developer and those to be conveyed by the Authority to the grantor of the Banks Parcel. Prior to Completion of Construction for Phase 1B, Developer shall notify the Authority of how many parking spaces it desires to purchase in connection with Phase 1A, up to a maximum of 35. If the Developer does not purchase all 35, the Authority shall inform Developer of the remaining number of spaces that can be made available to Developer in conformity with its bond financing restrictions for Phase 1B. If the total of the purchased spaces plus the remainder of spaces available is less than 35, the number of parking spaces to be purchased by the Developer may be adjusted subject to approval of the Authority's bond counsel. The Developer shall notify the Authority prior to the Completion of Construction for Phase 2 of how many of the remaining spaces Developer desires to purchase for Phase 2, and the purchase of such spaces shall be closed within 30 days after the Completion of Construction for Phase 2. Notwithstanding any language in this Agreement to the contrary, the terms and conditions of payment for, conveyance, and timing of all such transactions shall be subject to approval of the Authority's bond counsel and in conformance with the requirements of the code and applicable regulations related to tax exempt financing. The final number of parking spaces to be purchased by Developer for Phases 1A and 2 will not exceed thirty-five (35) in the aggregate. Parking Condominium Unit Owners shall be allocated percentage interests in the Common Elements and voting rights in accordance with their percentage of ownership of the total number of parking spaces in the Parking Structure. In no case shall the Authority's voting rights become less than the 51% of the total. The respective rights of Parking Condominium Unit Owners, the Authority and the Developer, and the management of the Parking Condominium Association, all shall be as set forth in the Condominium Documents. The Condominium Association will be responsible for the maintenance of Common Areas, as set forth in the Condominium Documents. The Parking Condominium Association shall assess Parking Condominium Unit Owners for the cost of maintaining the Common Areas and for other expenditures as provided in the Condominium Documents. The Condominium Documents shall contain language reasonably satisfactory to the Parties providing for the timely payment of assessments for the reasonable operating and maintenance expenses of the Common Areas of the Parking Condominium, including the costs of any Parking Agreement.

5.07 The Parking Agreement. In accordance with the Schedule of Performance, the Developer shall prepare a Parking Agreement reasonably acceptable to the Parties, the costs of which shall be included in the Approved Budget. The Parking Agreement may be made part of the Condominium Documents. The Parking Agreement shall govern the daily operations of the Parking Structure and may permit the Parking Condominium Association to retain or hire the services of third parties to carry out maintenance or provide other services in connection with management of the Parking Structure.

5.08 Phase 2. Provided this Agreement has not been terminated under the provisions of Section 3, the Developer shall provide the Authority with evidence that it has obtained the

Developer Financing required to Commence Construction and Complete Construction of the Phase 2 Improvements. Thereafter, in accordance with the Schedule of Performance and the requirements of this Agreement, the Developer will submit and obtain Approval of Construction Documents by the Authority and Commence Construction and Complete Construction of the Phase 2 Improvements.

a. In accordance with the Schedule of Performance, the Authority will provide the Developer with a commitment for an Owner's Policy of title insurance on the most recent standard ALTA Policy form, issued by a title company selected by Developer and covering the Phase 2 Parcel. If the Developer does not reject the condition of title to the Phase 2 Parcel on or before the date specified in the Schedule of Performance, the Developer will be deemed to accept the condition of title to the Phase 2 Parcel. The Developer shall be responsible for all fees, premiums, and charges required by the title company.

b. In accordance with the Schedule of Performance, the Developer shall pay to the Authority the purchase price and take title to the Phase 2 Parcel in accordance with Section 4.07a.

5.09 "As Is" Nature of Transaction. Except as specifically provided in the VCUP and any No Action Determination or No Further Action Determination, the Authority has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied, (a) concerning or with respect to the presence of Hazardous Substances on the Phase 1B Parcel or Phase 2 Parcel or compliance of the Property with any and all applicable Environmental Laws and (b) the value, nature, quality or condition of the water, soil and geology of the Property. The Developer acknowledges and agrees that, except for the Authority's obligations under this Agreement, to the maximum extent permitted by law, the sale or transfer of the Phase 1B Parcel or Phase 2 Parcel or any interest therein, as provided for herein, is made on an "As Is" condition and basis with respect to the existence of Hazardous Substances and the condition of the water, soil and geology of such property. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases the Authority and its successors from any and all claims that they may now have or hereafter acquire against the Authority, its commissioners, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting such property or any portion thereof or interest thereon, except that this release shall not apply so as to release the Authority from any breach of this Agreement. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of such property, or any part thereof, is sold by the Authority and purchased by the Developer subject to this provision.

5.10 Cooperation of Parties. The Parties will cooperate to assure that the architectural design and construction of the Washington Square Improvements, the Parking Structure Improvements, and the Phase 2 Improvements will be coordinated and undertaken in the most efficient and cost effective manner, consistent with the Construction Documents Approved by the Authority. All pedestrian and vehicular access ways that are not dedicated to public use and expressly accepted for maintenance by the City shall be maintained in accordance with applicable City standards by the Washington Square Condominium Unit Owners with respect to

the Washington Square Condominium and by the Parking Condominium Unit Owners with respect to the Parking Condominium.

5.11 Access to Property. Prior to issuance of a final Certificate of Completion, the Developer shall permit representatives of the Authority and the City access to all of the property described herein at all reasonable times for the purpose of carrying out or determining compliance with this Agreement, the Urban Renewal Plan or any City code or ordinance, including, without limitation, inspection of any work being conducted on such property; provided, that any such inspection will not unreasonably interfere with Developer's construction work or any tenant's use of the Improvements. No compensation shall be payable to the Developer, nor shall any charge be made in any form by the Developer for the access provided in this section. A party, including the Authority, entering upon such property pursuant to this section shall reasonably restore such property to its condition prior to such entry, and hereby agrees to indemnify and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance, tests and surveys.

Section 6 PLAN SUBMITTAL AND REVIEW PROCEDURE

6.01 Schematic and Construction Documents. The Authority has approved the Development Plan. In accordance with the Schedule of Performance, the Developer shall obtain any necessary approval of the PUD or amendments thereto for the Improvements by the Authority and the City. The Developer shall prepare and obtain the Approval of the Authority and the City of the following:

a. The "Schematic Documents" for Phase 1A and Phase 2 shall consist of design and schematic drawings, including details of the exterior treatment of the Improvements such as color, materials, finishes, and roof elements, site plans and landscape and utility plans, and a cost breakdown in accordance with the Approved Budget. Final construction and engineering drawings for Phase 1A and Phase 2 shall not require the Approval of the Authority except for any Material Changes from the Approved Construction Documents. Material changes are described in Section 6.03.

b. The "Construction Documents" for Phase 1B shall consist of all of the items listed in Section 6.01a, and, in addition, detailed construction and engineering drawings, cost breakdowns, and all contracts and subcontracts. All such documents, including any and all requirements, conditions, comments, and Approvals of the City and the Authority constitute the Construction Documents. Unless otherwise agreed to by the Authority, the Construction Documents for the Parking Structure Improvements shall be the property of the Authority.

6.02 Review; Approval. The Authority shall review and Approve or disapprove the Construction Documents within the times established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and changes requested by the Authority. Unless deviations are specifically approved in writing by the Authority, the Construction Documents shall conform with and shall be a logical development of the Development Plan and shall meet the requirements of all applicable laws, codes and ordinances, and City requirements. The Developer shall submit new or corrected Construction Documents that conform with the requirements of this Agreement within the time specified in the Schedule

of Performance. The construction of the Improvements shall conform with the Construction Documents as Approved by the Authority.

6.03 Changes. After initial Approval of the Construction Documents by the Authority, no further Approval by the Authority will be required except with respect to any Material Change from the Construction Documents previously approved.

a. Material Change with respect to Phase 1A and Phase 2 shall mean any change in the PUD, the items included in Eligible Expenditures, and the exterior treatment of the Improvements such as color, materials, finishes, and roof elements.

b. The Developer shall submit all proposed changes in the approved Construction Documents for Phase 1B to the Owner Representative. A Material Change with respect to Phase 1B shall mean any change designated as a Material Change by the Owner Representative. Any change designated by the Owner Representative as a material Change shall be subject to Approval by the Authority.

If the Developer desires to make any Material Change in the documents previously approved, the Developer shall submit the proposed change to the Authority for Approval; provided, however, no such change shall impair the Authority's Financing. Approvals or rejections (with written explanation of the reasons for any rejection) of proposed changes shall be made by the Authority within fourteen (14) days of such submittal. All work with respect to the construction of the Improvements shall conform with the approved Development Plan, the approved PUD, the Construction Documents, and all applicable laws, codes and ordinances.

Section 7 CERTIFICATE OF COMPLETION

Promptly after Completion of Construction of each Phase, the Authority will furnish the appropriate Developer with a Certificate of Completion in the form attached as **Exhibit F**. The Certificate of Completion shall be a conclusive determination of satisfaction of the Developer's construction obligations with respect to such Phase.

Section 8 SAFETY; INDEMNIFICATION; INSURANCE

8.01 Protection of Persons and Property. At all times prior to Completion of Construction of all Phases, the Developer shall take reasonable precautions for safety and protection to prevent damage, injury or loss (as a direct result of the Developer's design, inspection and construction activities under this Agreement) to persons and property in the area. The Developer shall comply with all applicable safety laws, regulations and building codes, and shall post danger signs and other warnings notifying employees and members of the public of all construction hazards. The Developer shall promptly remedy physical damage to any public improvements caused in whole or in part by such Developer, its contractors and subcontractors or anyone employed directly or indirectly by any of them, or by anyone for whose acts they may be liable and for which such Developer is responsible, except for damage or loss attributable to acts or omissions of the Authority, the City, the GDGID, or their contractors or subcontractors or anyone directly or indirectly employed by the Authority, the City, the GDGID, or their contractors or subcontractors.

8.02 Indemnification; Insurance. Prior to Completion of Construction of each Phase required by this Agreement, the Developer shall defend, indemnify, and hold the Authority, the City, the GDGID, their commissioners, council members, board members, officers and employees, harmless from all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by the Developer's design, inspection and construction activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement, except for damage or loss attributable to acts or omissions of the Authority, the City, the GDGID, or their contractors or subcontractors or anyone directly or indirectly employed by the Authority, the City, the GDGID, or their contractors or subcontractors. At all times while the Developer is engaged in preliminary work under this Agreement and during the period from the Commencement of Construction until Completion of Construction of all Phases, the Developer shall carry and, upon request, will provide the Authority with proof of payment of premiums and certificates of insurance as follows:

a. Builder's risk insurance (with a deductible reasonably acceptable to the Authority) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction;

b. comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance), automobile and umbrella liability insurance with a combined single limit for both bodily injury and property damage reasonably acceptable to the Authority;

c. worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

The policies of insurance required under subparagraphs a. through c. above shall be reasonably satisfactory to the Authority, placed with financially sound and reputable insurers. Additionally the insurance under subparagraph a. and b. shall require the insurer to give at least thirty (30) days advance written notice to the Authority and the City in the event of cancellation or change in coverage, and the insurance required under subparagraph b., with respect to the Parking Structure Improvements only, shall name the Authority, the City, and the GDGID as additional insureds.

8.03 Repair or Reconstruction. Prior to Completion of Construction of each Phase, the Developer shall immediately notify the Authority and the City of any damage to the Improvements exceeding \$50,000. If the Improvements are damaged or destroyed by fire or other casualty prior to the Completion of Construction, such Developer shall proceed forthwith to repair, reconstruct and restore the damaged Improvements to substantially the same condition or value as existed prior to the damage or destruction, and the Developer, or whoever receives such insurance proceeds, shall apply the proceeds of any insurance relating to such damage or destruction to the payment or reimbursement of the costs of such repair, reconstruction and restoration.

Section 9 REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties by the Authority. The Authority represents and warrants as follows:

a. The Authority is an urban renewal authority duly organized and existing under applicable law and has the right, power, legal capacity and the authority to enter into this Agreement and has authorized the execution, delivery and performance of this Agreement by proper action of its Board of Commissioners.

b. The Authority knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of the Authority or its officials with respect to this Agreement or the Improvements that has not been disclosed to the Developer.

9.02 Representations and Warranties by the Developers. The Developer represents and warrants as follows:

a. The Developer is a duly organized, validly existing limited liability company and is in good standing under the laws of the State of Colorado. The Developer has the right, power, legal capacity and authority and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

b. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (1) violate any law, rule, order or regulation applicable to the Developer or to the Developer's governing documents; (2) result in the breach or default under any agreement or other instrument to which the Developer is a party or by which it may be bound or affected; or (3) permit any party to terminate any such agreement or instrument or to accelerate the maturity of any indebtedness or other obligation of the Developer.

c. The Developer knows of no action, suit, proceeding or investigation that is threatened or pending against the Developer or its principals that has not been disclosed to the Authority that materially impairs the ability of the Developer to perform its obligations under this Agreement. The filing or service of any such suit affecting any Phase prior to the delivery of a Certificate of Completion for such Phase shall be disclosed immediately to the Authority by the Developer.

d. Subject to obtaining the Developer Financing, the Developer has the necessary financial and legal ability to construct the Improvements, perform this Agreement and the other agreements incidental to such performance as contemplated by this Agreement.

Section 10 PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

10.01 Prohibition Against Transfer of Property and Assignment of Agreement. The Developer agrees that:

a. Except for a deed of trust or mortgage or the leasing or rental to tenants in the taxable Improvements in the normal course of its business, prior to delivery of a Certificate

of Completion by the Authority, the Developer, shall not make, create, or suffer to be made or created, any total or partial sale or transfer in any form of this Agreement, the 708 Parcel, the 1219 Parcel, the 1299 Parcel, or the agreements of the Developer with respect to such parcels, the Improvements or any part thereof or any interest therein, or (except as provided in Section 10.01b any agreement to do the same, without the prior written Approval of the Authority. For the purposes of this Agreement, transfer shall also include any transfer of majority control of the Developer without the prior written Approval of the Authority. As a condition of any required Approval of a sale or assignment, the Authority shall have the right to require that the Developer reimburse the Authority for its reasonable administrative, consulting and legal expenses incurred in connection with such assignment.

b. In the absence of a specific written agreement by the Authority, no transfer prior to the delivery of a Certificate of Completion shall relieve the Developer or its successors from any of its obligations under this Agreement. The Developer may enter into any agreement to sell, lease or transfer all or part of the taxable Improvements it owns after the delivery of a Certificate of Completion, if, except for leasing or rental to tenants or reservation deposits related to pre-sale contracts, such agreement does not provide for payment prior to the delivery of a Certificate of Completion related to the interest transferred of consideration (including the purchase price or rent) beyond the recovery of actual out-of-pocket expenses paid by the Developer. This subsection shall not impose any limitation or restriction on the amount Developer may receive from any sale or transfer of interests after the issuance of a Certificate of Completion.

c. The standard for Approval of any proposed transfer requiring Approval shall be (1) receipt by the Authority of reasonably satisfactory evidence showing that the proposed transferee has the financial and legal ability to perform the duties imposed upon the Developer by this Agreement, and (2) execution of an assignment and assumption agreement reasonably satisfactory to the Authority acknowledging that the transferee, the interest or the property being transferred and the terms related to such transfer are and will be subject to requirements of this Agreement in the same manner and to the same extent as such property or interest was subject to this Agreement prior to the transfer.

10.02 Information as to Interest Holders. **Exhibit G** contains information regarding the Developer, its owners and the Developer's consultants and advisors. During the period between execution of this Agreement and the issuance of a final Certificate of Completion for construction of all of the Phases, the Developer will promptly notify the Authority of any and all changes in the ownership of interests, legal or beneficial, in the Developer or of any change in the majority control of such interests and of all changes in consultants or advisors.

Section 11 DEFAULT; REMEDIES

11.01 Default by Developer. Default by the Developer in its obligations to the Authority under this Agreement shall mean one or more of the following events:

a. The Developer, in violation of this Agreement, assigns or attempts to assign this Agreement, the Improvements or any part of the real property described herein, or any rights in the same; or

b. the Developer fails to commence, diligently pursue and complete construction of the Improvements as to any Phase; or

c. the Developer fails to observe or perform any other covenant or obligation required of it under this Agreement or to make good faith efforts to obtain the Developer Financing or any representation or warranty made by the Developer under this Agreement is materially false when made; and if any Default is not cured within the time provided in Section 11.03, then the Authority may exercise any remedy available under Sections 11.04 and 11.05.

11.02 Default by the Authority. Default by the Authority under this Agreement shall mean one or more of the following events: The Authority fails to observe or perform any covenant or obligation required of it under this Agreement or any representation or warranty made by Authority under this Agreement is materially false when made.

If any Default is not cured within the time provided in Section 11.03, then the Developer injured by such Default by the Authority may exercise any remedy available under Section 11.04 and 11.05.

11.03 Grace Periods. Upon a Default by any Party, such Party, upon written notice from any other Party injured by such Default, shall proceed immediately to cure or remedy such Default. Any Default shall be cured within thirty (30) days [ninety (90) days if the Default relates to the date for Completion of Construction] after receipt of such notice, or such cure shall be commenced and diligently pursued to completion within a reasonable time if curing cannot be reasonably accomplished within thirty (30) days [or ninety (90) days, if applicable].

11.04 Remedies on Default. Whenever any Default occurs and is not cured within any applicable grace period, the non-defaulting Party injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

a. Suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement; or

b. Cancel and rescind this Agreement with respect to the duties of such non-defaulting Party under this Agreement; or

c. Take whatever legal or administrative action or institute such proceedings as may be necessary or desirable in its opinion to enforce observance or performance of this Agreement, including, without limitation, specific performance or to seek any other right or remedy at law or in equity, including damages.

d. Notwithstanding the foregoing, no default with respect to Phase 2 shall affect the Parties obligations or performance with respect to Phase 1A or Phase 1B, nor shall any default with respect to Phase 2 give rise to any right of termination of this Agreement with respect to Phase 1A or Phase 1B.

11.05 Other Rights and Remedies. A Party shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 11. If a

Party must commence legal action to enforce its rights and remedies under this Agreement, the prevailing Party shall be entitled to receive, in addition to any other relief, its costs and expenses, including reasonable attorneys' fees, of such action or enforcement.

11.06 Delays; Waivers. Any delay by a Party in pursuing any right or remedy available to such Party under this Agreement shall not operate as a waiver of such right or remedy in any way; nor shall any waiver made by such Party be considered or treated as a waiver of any right or remedy with respect to any other Default by any other Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of the right or remedy by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

11.07 Enforced Delay in Performance for Causes Beyond Control of Party. Anything in this Agreement to the contrary notwithstanding, no Party shall be considered in Default in the event of delay in the performance of obligations under this Agreement resulting from causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal, State or local government, acts of the Party against whom such Party has a right or remedy under this Agreement, acts of third parties (including the effect of any petitions for initiative or referendum), the effect of any condition precedent to any obligation of a Party over which such Party has no control, the effect of litigation, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Party claiming such delay, shall be extended for the period of the enforced delay; provided, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after such Party knows of, or should have known by the exercise of reasonable diligence of any such delay, first notify the other Party thereof in writing of the cause or causes thereof, and claim the right to an extension for the period of such delay.

11.08 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of any remedy shall not preclude the exercise by it, at the same or different times, of any other remedy for the same or any other Default.

Section 12 MISCELLANEOUS

12.01 Conflicts of Interest. None of the following shall have any personal interest, direct or indirect, in this Agreement: A member of the governing body of the Authority or the City; an employee of the Authority or the City who exercises responsibility concerning the urban renewal project, or an individual or firm retained by the City or the Authority who has performed consulting services in connection with the urban renewal project. None of the above persons or entities shall participate in any decision relating to this Agreement that affect his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested.

12.02 Antidiscrimination. The Developer, for itself and its successors and assigns, agrees that in the construction of and in the use and occupancy of the property described herein

and the Improvements, the Developer will not violate any laws prohibiting discrimination against any employee or applicant for employment because of race, color, creed, religion, gender, sexual orientation, disability, marital status, ancestry or national origin.

12.03 No Merger. None of the provisions of this Agreement shall be merged by reason of any deed transferring title to any part of the Phase 2 Parcel or any other property from the Authority to any Developer, and such deed shall not be deemed to affect or impair the provisions of this Agreement.

12.04 Title of Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

12.05 No Third-Party Beneficiaries. Except for the City and specific rights in favor of mortgagees, no third-party beneficiary rights are created in favor of any person not a party to this Agreement.

12.06 Venue and Applicable Law. Any action arising out of this Agreement shall be brought in the Jefferson County District Court and the laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement.

12.07 Nonliability of Authority Officials, Agents and Employees. No council member, owner, board member, commissioner, official, employee, consultant, attorney or agent of the Authority, the City, the GDGID shall be personally liable under this Agreement or in the event of any Default under this Agreement or for any amount that may become due to the Developer

12.08 Authority or City Not a Partner; Developer Not Authority's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, neither the Authority, the GDGID, nor the City shall be deemed or constituted a partner or joint venturer of the Developer. The Developer shall not be the agent of the Authority, the GDGID, or the City and neither the Authority nor the City shall be responsible for any debt or liability of the Developer or any operator or manager of the Improvements.

12.09 Integrated Contract. This Agreement is an integrated contract and invalidation of any of its provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect unless the Parties otherwise agree in writing to an amendment.

12.10 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

12.11 Notices. A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and sufficiently given if delivered in person or if it is delivered in person, or by a nationally recognized overnight courier service with guaranteed next-day delivery, or by certified mail, return receipt requested, postage prepaid, or by facsimile, with electronic notation of delivery thereon, and

a. in the case of the Developer, is addressed to or delivered as follows:

Washington Square Golden LP
c/o NexCore Management Inc.
Attention: Gregory C. Venn
1621 - 18th Street, Suite 200
Denver, Colorado 80202
Fax: 303-244-0720

with a copy to:

Teryl R. Gorrell, Esq.
Gorrell Giles PC
1860 Blake Street, Suite 650
Denver, Colorado 80202
Fax: 303-996-2680

[NOTE: After February 1, 2006, this address changes to
Teryl R. Gorrell, Esq.
Gorrell Giles PC
1331 17th Street, Suite 1000
Denver, Colorado 80202
Fax: 303-996-2680]

b. in the case of the Authority, is addressed to or delivered to the Authority
as follows:

The Golden Urban Renewal Authority
Attention: Mark Heller, Executive Director
922 Washington Avenue, Suite 100
Golden, Colorado 80401
Fax: 303-279-4690

with a copy to:

James A. Windholz, Esq.
1650 - 38th Street, Suite 103W
Boulder, Colorado 80301
Fax: 303-443-7835

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this section.

12.12 Good Faith of Parties. In performance of this Agreement or in considering any requested extension of time or in the giving of any Approval or consent, the Parties agree that each will act in good faith, will not act unreasonably, arbitrarily, capriciously, and will not

unreasonably withhold, delay or condition any Approval or consent required under this Agreement.

12.13 Exhibits Merged. All **Exhibits** annexed to this Agreement shall be deemed to be expressly integrated herein.

12.14 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or other day on which either national banks or the office of the Clerk and Recorder of Jefferson County, Colorado, is not open for the regular transaction of business, such date for performance shall be extended until the next day on which said banks or said office are open for the transaction of business.

12.15 Further Assurances. Each Party agrees to execute such documents and take such action as shall be reasonably requested by the other Party to confirm, clarify or effectuate the provisions of this Agreement. The Parties agree to cooperate with each other during the term of this Agreement by granting to each other such reciprocal licenses, easements, cross easements and rights of way for pedestrian and vehicular ingress and egress, walkways, parking and such other matters as may be reasonably required for the proper development and use of the property that is the subject of this Agreement.

12.16 Certifications. Each Party agrees to execute such documents as any other Party may reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party may reasonably request.

12.17 Amendments. This Agreement shall not be amended except by written instrument signed and delivered by the Parties.

12.18 Representations and Warranties. No representations or warranties whatever are made by any Party except as specifically set forth in this Agreement.

12.19 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement have been authorized to make, and may have made, minor changes in this Agreement and the attached **Exhibits** as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of Approval by the governing bodies, the execution of this Agreement shall constitute conclusive evidence of the Approval of such changes by the respective Parties.

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed as of the day first above written.

AUTHORITY:

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

By: _____, Chair

DEVELOPER PHASE 1A and PHASE 2:

Washington Square Golden LP, a Delaware
limited partnership

By: NexCore Management Inc., a
Delaware corporation, its General
Partner

By: _____
Gregory C. Venn, President

DEVELOPER PHASE 1B

NexCore Partners XVI LLLP, a Colorado
limited liability limited partnership

By: NexCore DDA Inc., a Delaware
corporation, its General Partner

By: _____
Gregory C. Venn, President

EXHIBIT A

Legal Descriptions

Banks Parcel

[Legal Description for Banks Parcel to be provided by GURA and NexCore on or before Closing.]

City Parcel

Lots 10 and 11,
Block 26,
South Side of Clear Creek,
City of Golden,
County of Jefferson,
State of Colorado

GDGID Parcel

Lots 8 and 9,
Block 26,
South Side of Clear Creek,
City of Golden,
County of Jefferson,
State of Colorado

708 Parcel

Lot 7,
Block 26,
South Side of Clear Creek,
City of Golden,
County of Jefferson,
State of Colorado

1219 Parcel

The Northwesterly 1/2 of Lot 4,
Block 26,
South Side of Clear Creek,
City of Golden,
County of Jefferson,
State of Colorado

1299 Parcel

Lots 5 and 6, and the Southeasterly 1/2 of Lot 4,
Block 26,
South Side of Clear Creek,
City of Golden,
County of Jefferson,
State of Colorado

EXHIBIT B DEVELOPMENT PLAN

Phase 1A

The Developer will demolish and clear existing improvements and construct one level of underground parking, a ground level of retail and restaurant uses; a level of mixed office and residential condominium uses; two levels of residential condominiums and a set-back level containing five residential penthouse condominiums as described and depicted in the following documents and drawings prepared by OZ Architecture and NexCore Group, attached to and made a part hereof:

13th & Washington Perspective View (Drawing No. AS1.00, date 10-26-05)
Across Washington Avenue Perspective View (Drawing No. AS2.00, date 10-20-05)
Washington Avenue Sidewalk Perspective View (Drawing No. AS2.01, date 10-20-05)
NW Axonometric View (Drawing No. AS3.00, date 10-26-05)
SE Axonometric View (Drawing No. AS3.01, date 10-26-05)
Plan – Parking Level (Drawing No. A2.00, date 11-23-05)
Plan – Lev 1 (Drawing No. A2.01, date 11-23-05)
Plan – Lev 2 (Drawing No. A2.02, date 11-23-05)
Plan – Lev 3 (Drawing No. A2.03, date 11-23-05)
Plan – Lev 4 (Drawing No. A2.04, date 11-23-05)
Plan – Lev 5 (Drawing No. A2.05, date 11-23-05)
Elevations (Drawing No. A4.01, date 9/20/05)

Phase 1B

The Developer will construct approximately 266 parking spaces in the Parking Structure containing 4 ½ levels as described and depicted in the following documents and drawings prepared by OZ Architecture and NexCore Group, attached to and made a part hereof:

NW Axonometric View (Drawing No. AS3.00, date 10-26-05)
SE Axonometric View (Drawing No. AS3.01, date 10-26-05)
Plan – Parking Level (Drawing No. A2.00, date 11-23-05)
Plan – Lev 1 (Drawing No. A2.01, date 11-23-05)
Plan – Lev 2 (Drawing No. A2.02, date 11-23-05)
Plan – Lev 3 (Drawing No. A2.03, date 11-23-05)
Plan – Lev 4 (Drawing No. A2.04, date 11-23-05)

Phase 2

Provided Developer elects to undertake Phase 2 in accordance with this Agreement, the Developer will construct a mixed use building of up to 4 stories and containing up to 36,000

square feet as described and depicted in the following documents and drawings prepared by OZ Architecture and NexCore Group, attached to and made a part hereof:

NW Axonometric View (Drawing No. AS3.00, date 10-26-05)

SE Axonometric View (Drawing No. AS3.01, date 10-26-05)

Plan – Parking Level (Drawing No. A2.00, date 11-23-05)

Plan – Lev 1 (Drawing No. A2.01, date 11-23-05)

Plan – Lev 2 (Drawing No. A2.02, date 11-23-05)

Plan – Lev 3 (Drawing No. A2.03, date 11-23-05)

Plan – Lev 4 (Drawing No. A2.04, date 11-23-05)

Plan – Lev 5 (Drawing No. A2.05, date 11-23-05)

EXHIBIT C

Approved Budget(s)

To be agreed to by the Parties on or before land closing.

EXHIBIT D

Schedule of Performance

<u>Event</u>	<u>Performance to be on or Before the Listed Date or Time</u>
<u>General Items</u>	
1 The Parties approve the Approved Budget and Eligible Expenditures for Phases 1A and 1B	<u>12/15/05</u>
2. Authority enters into City Contract, the Banks Contract, and GDGID Contract	<u>12/15/05</u>
3. Authority obtains the Authority Financing for Phases 1A and 1B	<u>12/15/05</u>
4. Authority obtains title to all property to be transferred by the City to the Authority	<u>02/23/06</u>
<u>Phase 1A</u>	
1. Developer obtains Developer Financing for Phase 1A	<u>12/12/05</u>
2. Developer assigns 708 Parcel contract to Authority and acquires title to 1219 Parcel and 1299 Parcel	<u>12/14/05</u>
3. Developer obtains Authority Approval of Developer Financing for Phase 1A	<u>Prior to Land Closing</u>
4. Developer obtains City approval of Alleyway transfers.	<u>01/31/06</u>
5. Developer submits Phase 1A Schematic Documents (except for utility plans) to Authority and City	<u>12/09/05</u>
6. Developer submits Phase 1A utility plans to Authority and City	<u>02/15/06</u>
7. Developer obtains Authority Approval of Phase 1A Schematic Documents (except utility plans)	<u>12/14/05</u>
8. Developer obtains Authority and City Approval of Phase 1A utility plans	<u>02/22/06</u>
9.. Developer satisfies all conditions precedent for issuance of a building permit for Phase 1A	<u>07/01/06</u>

<u>Event</u>	<u>Performance to be on or Before the Listed Date or Time</u>
10. Developer Commences Construction of Phase 1 A	08/01/06
11. Developer gives notice to Authority of number of parking spaces to be purchased for Phase 1A.	Prior to Completion of Phase 1A
12. Developer Completes Construction of Phase 1A	10/01/07

Phase 1B

1. Authority approves title to and Phase I analysis of 708 Parcel	12/14/05
2. Authority obtains approval of VCUP by CDPHE	12/14/05
3. Authority obtains Financing for construction of Phase 1B	12/14/05
4. Developer submits Fixed Price Contract for the construction of the Parking Structure Improvements to the Authority	12/01/05
5. Developer obtains Authority Approval Fixed Price Contract for construction of Phase 1B	12/12/05
6. Authority acquires title to 708 Parcel and Banks Parcel	12/15/05
7. Authority acquires title to City Parcel and GDGID Parcel	01/30/06
8. Authority undertakes VCUP	01/16/06
9. Authority and Developer complete replatting and Authority creates the Parking Structure Parcel and the Phase 2 Parcel	03/31/06
10. Developer submits Phase 1B utility plan and drawings to Authority	02/15/06
11. Developer obtains Approval of Phase 1B utility plans and drawings by Authority and City	02/22/06
12. Developer submits Phase 1B Construction Documents to Authority and City	05/04/06
13. Developer submits Parking Condominium Documents to Authority	05/04/06
14. Developer obtains Authority and City Approval of Phase 1B	06/12/06

<u>Event</u>	<u>Performance to be on or Before the Listed Date or Time</u>
Construction Documents	
15. Developer obtains Authority Approval of Parking Condominium Documents	06/12/06
16. Authority secures No Further Action Determination for VCUP	12/31/09
17. Developer satisfies all conditions precedent for issuance of a building permit for Phase 1B	08/01/06
18. Developer Commences Construction of Phase 1B	09/01/06
19. Developer Completes Construction of Phase 1B	05/01/07

Phase 2

1. Authority obtains No Action Determination for Phase 2 Parcel	06/09/06
2. Developer notifies Authority of satisfaction or waiver of Conditions and election to proceed with Phase 2	01/01/08
3. Authority gives notice to Developer of funds it will accept for Phase 2 parking so that the Authority retains its tax-exempt loan status.	#2 + 30 days
4. Developer approves titles to Phase 2 Parcel	#2 + 60 days
5. Developer gives Authority notice of number of parking spaces or credits to be purchased for Phase 2	#3 + 30 days
6. Developer obtains Developer Financing for Phase 2	#2 + 180 days
7. Developer obtains Authority Approval of developer Financing for Phase 2	#6 + 30 days
8. Developer submits Phase 2 Construction Documents to Authority	#2 + 180 days
9. Developer obtains Authority Approval of Phase 2 Construction Documents	#8 + 30 days
10. Developer pays purchase price and Authority delivers title to	#9 + 30 days

Event

Performance to
be on or Before
the Listed Date
or Time

Phase 2 Parcel

11. Developer satisfies all conditions precedent for issuance of a building permit for Phase 2
12. Developer Commences Construction of Phase 2
13. Developer Completes Construction of Phase 2 and purchases parking spaces.

#10 + 120 days

#11 + 30 days

#12 + 390 days

EXHIBIT E

Procedure for Payment of Eligible Expenditures

1. Phase 1A Disbursements. A portion of the Authority Financing shall be used to reimburse the Developer for the Eligible Expenditures related to the Approved Budget for Phase 1A and listed in Exhibit C as follows: (1) \$1,000,000 shall be deposited with the Developer's lender prior to or in conjunction with the closing of the Developer Financing for Phase 1A and disbursed by Developer's Lender at the start of construction to pay for Eligible Expenditures, to be incurred in the project and that are included in the Approved Budget related to Phase 1A, and (2) \$250,000 will be disbursed to the Developer upon Completion of Construction of Phase 1A.

2. Statement Procedure for Remaining Phase(s). Beginning on the 15th day of the month following payment by the Developer of any of the Eligible Expenditures and on the 15th day of each month thereafter, the Developer shall submit to the Authority a Statement containing the following information for the previous month:
 - a. Balance of Eligible Expenditures due and payable at beginning of the previous month;
 - b. Eligible Expenditures incurred by the Developer during the previous month by date as approved by the Authority;
 - c. Payments received during the month;
 - d. Based on the items set forth in subparagraphs a, b, c of this paragraph 1, calculation of the balance due from the Authority at the end of month;
 - e. A certification signed by the party submitting the statement that the information contained in the Statement is true and accurate to the best of that individual's information and belief and conforms with the requirements of this Agreement.

3. Payment Procedure. The Authority will make disbursements from the Special Fund to the Developer monthly for Eligible Expenditures in accordance with this Agreement.

4. Termination of Payment Obligations. Notwithstanding any language in this Agreement to the contrary, the obligations of the Authority to maintain the Special Fund or to make any and all payments, allocations or deposits required by this Agreement shall terminate upon reimbursement of all Eligible Expenditures or upon August 1, 2008, whichever first occurs, subject to Section 11.07.

EXHIBIT G

Developer's Information Statement

1. Name, address, telephone and facsimile number of Developer:

Washington Square Golden LP
c/o NexCore Management Inc.
Attention: Gregory C. Venn
1621 - 18th Street, Suite 200
Denver, Colorado 80202
Telephone: 303-291-1816
Facsimile: 303-244-0720
2. Federal Identification Number of Developer:
(Applied for)
3. Name, address, title and telephone number of General and Limited Partners of Developer and their percentage of ownership interest in Developer:
4. Date of Organization of Developer: November 15, 2005
5. Name, address and telephone number of principal members of Developer's team of consultants and advisors (attorneys, architects, contractors, accountants, etc.):

Attorneys:

Teryl R. Gorrell, Esq.
Gorrell Giles PC
1860 Blake Street, Suite 650
Denver, Colorado 80202
Telephone: 303-996-7200
Facsimile: 303-996-2680

{ After 2/1/06 this address changes to
1331 17th St., Suite 1000
Denver, CO 80202
Telephone: 303-996-7200
Facsimile: 303-996-2680

Architects:

Bob West
OZ Architecture
1820 Folsom
Boulder, CO 80302
Telephone: 303-449-8900
Facsimile: 303-449-3886

Contractors:

Ron Carpenter
The Neenan Company
2620 E. Prospect Rd., Suite 100
Fort Collins, CO 80525
Telephone: 970-495-6307
Facsimile: 970- 493-5869