The Golden Urban Renewal Authority of the City of Golden, County of Jefferson, State of Colorado, met on the above date in the Golden City Hall – 911 10th Street, Golden, Colorado, at the hour of 6:30 p.m. Commissioners present were:

<table>
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<tr>
<th>Josephine Colacci</th>
<th>Rob Reed</th>
<th>Pamela Gould</th>
<th>Doug Miller</th>
<th>Patrick Story</th>
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Commissioner Halsor was present via telephone. Commissioner Eakes was absent. Executive Director Steve Glueck and Redevelopment Specialist Aleah Menefee were present. Also in attendance were Wells Fargo Lender, Karen Klennan, and Wells Fargo Legal Counsel, Tom DeVine, and citizens, Chris Ernst, Eileen Banks, Bobby Banks, and Roy Banks.

GURA Chair Miller called the meeting to order at 6:33 p.m.

Public Comment – None

New Business –
Resolution 137 to approve an amended disposition and development agreement with Golden West Office LLC—Staff gave an executive summary of the changes made to the disposition and development agreement since the November 10th meeting. Clarification was provided regarding GURA’s right to step in as borrower in case of default by the developer and GURA’s right to purchase indebtedness. Section 6B of the standstill agreement includes a 5 month minimum waiting period before lender would commence any action to take possession of foreclose on the property. The original agreement had said five months waiting period after the start of foreclosure. Non-substantive amendments were sent to Carolynne White. Some non-substantive items were not included based on White’s opinion.

Ernst of Golden West Office LLC expressed concerns via email to Glueck. Ernst felt the bank would not accept the 5 month standstill period.

Klennan spoke as to why the standstill period would not be appropriate. Her primary goal is to ensure the project is financially feasible. There are risks associated with letting a building sit vacant such as vandalism, breakdown of construction materials, and the public’s perception of a bad project which could negatively impact the sales and lease rate.

DeVine gave greater understanding of the risks associated with the project as well as how GURA is protected by the agreement. His goal is to make sure the project is financeable, marketable and to mitigate the risks to the lender. Some potential monetary default risks include nonpayment of interest of the loan during the construction phase of the project, overspending, and liens. An account has been set aside to automatically pay the interest amounts during the construction phase. There is a contingency line item to help protect against overspending, and preliminary construction costs and estimates were submitted to the lender so that the lender could get a better idea of how much money the developer needs to borrow. The bank will keep track of any liens against the property and make sure the liens are satisfied. The developer is providing 25% equity up front. The lending institution will not lend 100% of the project costs, and ideally there will be high rate of presale contracts in place. The bank will verify the presale contracts. GURA’s risk is satisfied when the project is complete and certificate of occupancy is issued. Foreclosure is the ultimate remedy and can take a minimum of 125 to 145 days. In the event of foreclosure, a receiver will be put in place to secure and protect the building site.
The lender asked the board why it is important to have extra time in the event of a default. In Klennan’s opinion, a project that is vacant presents more issues than benefits. The lender is willing to provide GURA with monthly reports of the project to help safeguard against any issues that may arise.

Miller called for a motion to approve resolution 137. Story MOVED to approve resolution 137. Miller SECONDED. Discussion ensued. Reed does not feel that the current agreement fully protects GURA. Gould is concerned about the standstill period because it will take a long time to find a replacement developer and the governmental process takes a long time. Miller said that the developer has money invested into the project and does not believe the inclusion of the standstill period is an important issue. Halsor, Miller and Story voted to approve resolution 137. Reed, Colacci, and Gould voted against resolution 137. The resolution 137 will not be accepted.

There was discussion about the process to reconsider the failed resolution, which motion must be made by someone on the prevailing side (in this case a “no” vote). Reed MOVED to reconsider resolution 137 again. Colacci SECONDED. All commissioners present AGREED.

The board discussed the agreement in depth. Reed made a motion to amend resolution 137 to include language in the last paragraph on page one and section 7.1 to include a guaranteed maximum price contract with the builder as part of evidence showing adequate financing. Resolution 137 passed on a 5-1 vote, with Reed voting no based upon his concern about the overall project.

Adjourn –
There being no further business, Miller called for a motion to adjourn the meeting. Story MOVED to adjourn the meeting. Colacci SECONDED. All Commissioners present agreed. Miller adjourned the meeting at 9:01 p.m.

Steve Glueck
Executive Director

Doug Miller
Chair