AGENDA ITEM SUMMARY

Urban Renewal Authority Board

April 15, 2014

STAFF

Darin Atteberry, City Manager
Mike Beckstead, Chief Financial Officer

SUBJECT

Resolution No. 070 Approving An Amendment To The Redevelopment And Reimbursement Agreement With The City , Walton Foothills Holdings Vi, L.L.C., And The Foothills Metropolitan District Regarding The Redevelopment of Foothills Mall.

EXECUTIVE SUMMARY

The purpose of this item is to amend the Foothills Mall Redevelopment Agreement. The Developer has asked to amend Section 3.1 - Conditions Precedent to Issuance of District Bonds of the Agreement, to allow the Metro District Bonds to be issued with 155k square feet of executed leases vs. the 240k square feet required in the current agreement. The Developer is also asking for clarification to Section 4.3 - Construction of Residential Component of Project: Affordable Housing, concerning the period of time the Developer may be required to make payments to the City if there is a delay in the completion of the residential units.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Amendment to Section 3.1(c)

Section 3.1 - Conditions Precedent to Issuance of District Bonds was included in the agreement to provide the City assurance that prior to the City granting authorization to the District to issue the bonds that the project financing is in place and all project approvals have been received. Section 3.1 details 7 conditions that must be met by the Developer prior to the issuance of the District Bonds. The seven conditions are summarized below:

a. District Financing Plan approved by the City Manager.
b. Provide evidence that the Developer has obtained all equity and private financing necessary to construct the non-residential components of the Project.
c. Obtain 240k square feet of executed leased space with 120k square feet of tenants new to Fort Collins at an average sales per square foot of $375.
d. Add-On PIF imposed in accordance with Section 4.7.
e. Obtain all Development Approvals for the Project.
f. Satisfactory opinion by District's bond counsel.
g. No event of default shall have occurred.

The Developer has indicated they are prepared to meet 6 of these conditions and are requesting a modification to 3.1(c), concerning the square footage of lease space required before issuance. The Developer currently has approximately 90k square feet of leases executed and anticipates having approximately 195k square feet leased by May 2014. A combination of factors has negatively impacted the current volume of executed leases:

1. The delay from an anticipated 2014 opening to a 2015 opening.
2. Timing uncertainty of the 2015 opening until the Redevelopment Agreement was signed in January of 2014.
3. A leasing strategy that focuses on critical retailers first, who once signed, will attract other quality retailers.
4. Retailers are currently focused on leases for 2014 openings and will focus on leases to support 2015 openings later in this year.

The Developer has requested an amendment to the agreement that would allow for the issuance of District bonds with 155k square feet leased including 90k square feet of tenants new to Fort Collins. However, only $23M of the $53M of bond proceeds would be released to the project. The remaining $30M of bond proceeds would be held in escrow by the Bond Trustee and would only be released in tranches to the project as additional leases are executed by the developer.

Table A

	Tranche	Lease Space Sq Ft		Funds Released		Percent of…	
		Total	New to Fort Collins	Funds Released	Assigned to City Improv	Orig 240k	Mall (less Macy's)
Current							
		240k	120k	$ 53	$ 8	100%	47%
Request							
	1	155k	90k	$ 23	$ 3	65%	30%
	2	205k	120k	33	1	85%	40%
	3	255k	130k	43	2	106%	50%
	4	310k	150k	53	2	129%	60%

Table A details the additional square feet of executed leases required by the developer to receive additional funding. As each 50k of additional leases are executed, combined with a corresponding increase in leases associated with tenants new to Fort Collins, funding will be released by the Bond Trustee in increments of $10M. In comparison to the original agreement, the Developer must now obtain 310k square feet of executed leases (60% of the total Mall) before all funds are made available (vs. 240k square feet (47% of the total Mall) in the original agreement). The amount of leased space to tenants new to Fort Collins has also increased from 120k to 150k. In addition, a portion of each tranche released would be assigned to the Underpass and Foothills Activity Center portion of the project.

Waiting until the developer has obtained the required 240k square feet of leased space prior to the issuance of the bonds could have multiple adverse effects on the project:

1. The equity partner and the construction financier require all funding be closed simultaneously. A delay in the issuance of the District Bonds will delay the closing on the construction financing.
2. A delay in the close of the project financing opens the possibility of rising interest rates adding significant cost to the project.
3. Construction timing is critical, a delay of several weeks in closing all financing will delay construction start-up which in turn will delay the opening in 2015.
4. A delay in the 2015 mall opening will void current executed leases which specify a 2015 opening.
5. A delay in the 2015 mall opening will put at risk other interested retailers given the projects timing uncertainty. Some of these retailers may elect to locate elsewhere within the northern Colorado region and be lost to the Mall project indefinitely.

The Developer's Equity Partner, has agreed to provide additional security and financing to support the project and maintain the current timeline. Current equity investment in the project is approximately $57M and will most likely increase by the time all financing is closed. This is 40% to 50% higher than their original intentions. In addition, the Equity Partner has agreed to provide 100% recourse vs. the normal 50% recourse on the $100M plus construction loan. Both actions demonstrate confidence in the project.

Risks and Implications Associated with the Amendment to Section 3.1(c):

Risks and implications associated with the amendment vary by party associated with the agreement. Risks revolve around what can be described as "Start-Up Risk". Start-Up Risk can be defined as the bonds are issued but something catastrophic occurs that prevents the mall from being completed and fully leased out.

City Risk/Implications - In the event the bonds are issued and the mall is not completed, there is no financial obligation on the part of the City beyond the pledge of Sales Tax Increment from sales at the Mall. Issuing the bonds with 155k vs. 240k square feet of leased space does not increase financial risk to the City. The structure of financing was intentionally set up to issue the bonds via the Metro District, avoid creating a debt obligation on the part of the City and allow the City to avoid the Start-Up Risk.

Interest Rate Risk - Current macro-economic indicators point to a rising interest rate environment in the near term. A delay in the issuance of the bonds in a rising rate environment could have a significant impact on the financing cost of the project. A 1% increase in interest rates on the bonds (all else held constant) would require an additional $17M of Sales Tax Increment from the URA to meet the bond payments. The Developer would also potentially experience additional financing costs associated with the construction loan.

Developer Risk/Implications - The Developer will not have a financial gain with the proposed amendment. The benefit to the Developer is the project would proceed on the current planned timeline without the adverse impact of the effects of a delay described above.

Metro District Risk/Implications - The risk to the District is related to Start-Up Risk and when such an event occurred relative to the square footage of executed leases.

If an event occurred after 240k square feet of leases are executed, in the current agreement, all $72M of bonds would be issued and outstanding. In the amended agreement, only $33M of the bond proceeds would have been disbursed and the remaining $20M of proceeds would be available for an extraordinary redemption of outstanding bonds, thereby reducing the future obligations of the District. If the event occurred prior to the Developer achieving 255k square feet of executed leases, the amended agreement would be beneficial to the District. If such an event occurred after 310k square feet of executed leases were obtained, there is no difference between the two alternatives.

If an event occurred after 155k square feet of leases were executed but before 240k square feet of leases were executed, in the current agreement, no bonds would have been issued. In the amended agreement, $23M to $33M of the bond proceeds would have been disbursed and the remaining $20M to $30M of proceeds would be available for an extraordinary redemption of the outstanding bonds. There is risk in the amended agreement during the time it takes the Developer to move from 155k to 240k square feet of leased space. Again, there is no financial risk to the City in this case. This risk can be evaluated based on two factors - probability and severity. The probability of an event occurring during the 4-6 months it will take the Developer to acquire the 240k square feet of leases vs. the 155k square feet of leases is very low. The severity could be high. Approximately $41M of bonds would be outstanding plus additional capitalized interest would be incurred if $30M of proceeds were used for an early redemption. The Start-Up Risk exists with the current agreement and with the amended agreement, the difference relates to whether an event would occur during the next 4-6 months that would ultimately cause the Bonds to not be issued.

Because (1) there is no added risk to the City, (2) the risk to the District is not significantly different between authorizing bonds with 240k of leased space vs. authorizing bonds with 155k of lease space and putting funds in escrow that can only be fully released once 310k of space is leased,(3) the risk of delay to the construction

timeline would most likely adversely impact the projects lease opportunities and completion dates, and 4) potential higher interest rates with a late 2014 issuance would require additional sales tax increment to cover bond payments, staff recommends making the requested modifications to the agreement.

Amendment to Section 4.3

Section 4.3 - Construction of Residential Component of Project: Affordable Housing. of the agreement was intended to provide a partial offset to lost residential property tax increment in the event the developer does not meet the construction completion dates described in section 4.3. The 50% payments of the lost property tax revenue by the developer was intended to only be in effect until the residential units are completed and property tax revenue begins to flow to the URA and then to the Metro District.

The current wording in the agreement has been questioned by the District bond council, who interpret the current wording to require the developer to continue making the 50% payments after the residential units are complete if the original construction completion dates in the agreement are not met.

Staff concurs this was not the intent of this section and agree clarification is needed to indicate the 50% payment is only required if the construction completion dates within the agreement are not met and only until the residential units are complete and tax revenue is realized by the Metro District.

The Council Finance Committee will review this item on Friday, April 11. Draft minutes from that meeting will be provided in the read-before packet on Tuesday, April 15.

FINANCIAL / ECONOMIC IMPACTS

Financial impacts are covered within the Risk/Implications section above.

ATTACHMENTS

1. First Amendment to the Redevelopment and Reimbursement Agreement-Redline version (PDF)
2. Powerpoint presentation(PDF)

FIRST AMENDMENT TO
REDEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Amendment**") dated as of April __, 2014, is made by and among the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "**Authority**"), WALTON FOOTHILLS HOLDINGS VI, L.L.C., a Delaware limited liability company (the "**Developer**"), the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "**City**"), and FOOTHILLS METROPOLITAN DISTRICT, a quasi-municipal corporation organized and existing in accordance with Title 32, Article 1, C.R.S. (the "**District**"). The Authority, the Developer, the City and the District are sometimes collectively called the "**Parties**," and individually, a "**Party**."

RECITALS

WHEREAS, on January 17, 2014, the Parties entered into that certain Redevelopment and Reimbursement Agreement (the "**Agreement**"); and

WHEREAS, the Developer has requested an amendment to the Agreement that would change one condition precedent to the issuance of District Bonds so as to allow their issuance upon the Developer's having leased 155,000 square feet, 90,000 of which must to be tenants new to Fort Collins, rather than the currently required 240,000 square feet; and

WHEREAS, as a condition of agreeing to this change, the Developer has agreed to certain restrictions on the release of a portion of the District Bond proceeds to tie their release to additional leasing performance; and

WHEREAS, in addition, the Parties have determined that certain other clarifications to the language of the Agreement will be mutually beneficial.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties contained in this Agreement, and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to the terms and conditions in this Agreement.

AGREEMENT

1. DEFINED TERMS AND RECITALS INCORPORATED. All terms used in this Amendment and defined in the Agreement shall have the meanings ascribed to them in the Agreement, except as otherwise expressly provided herein. All recitals set forth in the Agreement and in this Amendment, above, are incorporated into the Agreement as amended by this Amendment as though fully set forth in the body hereof.

2. DEFINITION ADDED. Section 1 of the Agreement is amendment to add a definition of the term "Tenant New to Fort Collins", as follows:

"Tenant New to Fort Collins" means any tenant other than a tenant that is relocating to the Project an existing business that was operating under a City of Fort Collins sales tax license as of the date of the Agreement or this Amendment.

3. AMENDMENT TO SECTION 3.1. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Conditions Precedent to Issuance of District Bonds. The following conditions shall be satisfied on or prior to the issuance of the District Bonds:

(a) The Developer and the District shall prepare the Financing Plan and the City Manager and the Executive Director of the Authority shall have approved the Financing Plan. The Financing Plan shall also be in form and substance satisfactory to the District's bond counsel and the underwriter of the District Bonds. The Financing Plan shall demonstrate that there is expected to be sufficient Pledged Revenues derived from the construction of the Project to pay the debt service requirements on the District Bonds when due.

(b) The Developer shall provide to the City Manager the following evidence satisfactory to the City Manager that the Developer has obtained all equity and private financing necessary to construct the non-residential components of the Project:

(1) Developer shall certify that it has expended no less than $57 million on the Project, representing the Developer's equity commitment as of the closing of the District Bonds; and

(2) Developer shall demonstrate that it has a closed construction loan with a commitment from the construction lender to fund an amount not less than the difference between the construction costs of the Project and the total of the net bond proceeds and the Developer's equity commitment described in Section 3.1(b)(1), which construction loan shall provide recourse for one hundred percent (100%) of the loan amount against an entity (or entities) that own(s) substantially all of and controls(s) the Developer. Such recourse may be subject to decreases over time as certain financial tests and leasing tests are achieved. The City's Financial Officer and City Attorney (or their delegates) shall be entitled to review the loan agreement and related documents, including, but not limited to, any promissory note and all related guarantees and deeds of trust, to verify compliance with this requirement.

(c) The Developer shall have obtained executed lease agreements, excluding the existing department store located on Larimer County Parcel Number 9725391002,

totaling at least ~~240,000~~155,000 square footage of the retail area of the Project with tenants that, in the aggregate, have an average sales per square foot of at least $375 based on average national sales performance, and, except as hereinafter provided, of which at least ~~90,000~~120,000 square feet shall be leased to Tenants New to ~~the City of~~ Fort Collins. ~~Notwithstanding the foregoing, however, in the event that at least 60,000 of such square footage is leased to tenants that are new to Fort Collins, then this minimum requirement of 120,000 square feet shall be deemed satisfied with the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed, provided that in determining whether to give such consent the City Manager may consider the impact on the proposed financing from a reduced percentage of tenants new to the City.~~ The Developer shall certify to the City upon the City's request that the conditions of this Subsection (c), excluding verification of the sales per square foot requirement, have been met in full.

(d) The Developer shall have imposed the Add-On PIF in accordance with Section 4.7 hereof.

(e) The Developer shall have obtained the Development Approvals for the Project, as described in this Agreement and in Exhibit C.

(f) The City and the Authority shall receive an opinion of the District's bond counsel that the District Bonds have been validly issued and opining as to the tax-exempt status of the bonds, which opinion shall be addressed to the City and the Authority, or the City and the Authority shall receive a reliance letter from the District's bond counsel.

(g) No Event of Default hereunder shall have occurred and be continuing hereunder, unless such Event of Default has been cured, remedied or waived, or a remedy has been agreed upon by the Parties which will become effective with the passage of time.

4. AMENDMENT TO SECTION 3.2. Section 3.2 is hereby amended to read as follows:

3.2 Provisions to be Included in District Bond Documents. The District Bond Documents shall contain the following provisions:

(a) The District Bonds shall be payable from the Pledged Revenues in the following order of priority:

(i) the District Debt Service Mill Levy Revenues;

(ii) the Pledged District Specific Ownership Taxes;

(iii) the Pledged Property Tax Increment Revenues;

(iv) the Add-On PIF Revenues; and

(iii) the Pledged Sales Tax Increment Revenues.

(b) The District Bond proceeds may only be made available to the District in tranches, upon the achievement by Developer of threshold requirements for executed leases for tenants as set forth in the table below. The parties acknowledge that, as provided in Section 3.1(c) above, attainment of the threshold for the first such tranche is a condition precedent of issuance of the District Bonds. As to tranches 1, 2 and 3 only, the tenants comprising the required threshold shall have an average sales per square foot of at least $375 in the aggregate based on average national sales. A portion of each tranche shall be allocated to the Underpass and Foothills Activity Center improvements as set forth in the table below. The balance of the available proceeds within each tranche may be spent without restriction, except as otherwise set forth in this Agreement.

Tranche	**Cumulative Total Square Feet of Executed Lease Agreements**	**Total Amount of Bond Proceeds Disbursed in Tranche**	**Cumulative Total Amount of Bond Proceeds Disbursed**	**Minimum Bond Proceeds for Underpass and Foothills Activity Center (FAC)**
1	155,000	$23M	$23M	$3M (Underpass)
2	205,000	$10M	$33M	$1M (FAC)
3	255,000	$10M	$43M	$2M (FAC)
4	310,000	$10M	$53M	$2M (FAC)

(c) If, on the third anniversary date of the issuance of the District Bonds, any portion of the District Bond proceeds that has not been disbursed as a result of failure to meet one or more leasing thresholds described in Section 3.2(b), then the remaining undisbursed proceeds shall be used to carry out the mandatory extraordinary redemption of a corresponding portion of the District Bonds.

(~~b~~d) After the debt service requirements on the District Bonds have been paid or provided for in each Fiscal Year, and after all payments have been made to replenish the reserve fund for the District Bonds and to make any payments into any required rebate funds for the District Bonds, any excess Pledged Revenues shall be applied by the District Bond Trustee as follows:

5. AMENDMENT TO SECTION 4.1. Section 4.1 is hereby amended to read as follows:

4.1 Construction of Project. As set forth in Section 2.1 hereof, the Developer and/or the District shall construct the Project. The Project shall be constructed substantially in accordance with the Development Approvals and Exhibit C attached hereto. Additionally, as construction proceeds on the Project, Developer shall comply with the following requirements.

(a) Developer shall provide a monthly written status report to the City regarding the status of construction of the Project with respect to the overall schedule. The City acknowledges that Developer has identified or may identify certain information contained in such reports as confidential, proprietary business information. The City agrees that it will maintain the confidentiality of such information except as required by applicable law. If the City is requested to disclose information identified by Developer as confidential and if the City believes it is legally required to make disclosure of such information, the City will notify Developer at least two business days prior to making such disclosure, so as to permit Developer to propose appropriate redactions or seek a judicial declaration preventing disclosure. The Developer shall reimburse the City for any attorneys' fees or costs incurred by the City or that the City is ordered to pay in connection with such proceedings.

(b) Developer shall certify to the City prior to the release of each tranche of District Bond proceeds as set forth in Section 3.2(b) that the total square footage of leases to Tenants New to Fort Collins meets the minimum threshold for such tranche as set forth in the table below:

Tranche	Total Square Feet of Executed Lease Agreements	Total Leasing to Tenants New to Fort Collins
1	155,000	90,000
2	205,000	110,000
3	255,000	130,000
4	310,000	150,000

(c) Developer shall also provide monthly reports to the City which include the following information: (i) the percentage of the total square footage to be leased for which leases have been executed; (ii) the percentage of the total square footage to be leased for which letters of intent have been executed; and (iii) the percentage of the total square footage to be leased that is under negotiation. The City acknowledges that Developer has identified or may identify certain information provided under this subsection as confidential, proprietary business information. The City agrees that it will maintain the confidentiality of such information to the same extent and under the same terms and conditions as set forth in Section 4.1(a), above.

6. AMENDMENT TO SECTION 4.3. Section 4.3 is hereby amended to read as follows:

4.3 Construction of Residential Component of Project; Affordable Housing. The Developer shall Complete Construction of the residential components of the Project, subject to Force Majeure, as follows:

(a) on or prior to December 31, 2016, the Developer shall Complete Construction of the first phase of the residential component of the Project consisting of a minimum of 200 units;

(b) on or prior to December 31, 2018, the Developer shall Complete Construction of the second phase of the residential component of the Project consisting of at least an additional 246 units.

Failure to Complete Construction of the residential components of the Project in accordance with this Section 4.3 shall not be deemed to be an Event of Default under this Agreement, provided, however, that if Construction of the residential components of the Project is not Completed as set forth above, then beginning with the 2020 Fiscal Year, the Developer shall be obligated to pay in such Fiscal Year and each Fiscal Year thereafter, regardless of whether the Developer is the owner of the Property on which the residential component of the Project is to be constructed, an amount equal to 50% of the difference between the Pledged Revenues generated from the residential component of the Project and the Estimated Revenues from the Residential Property, as follows: (i) such payment shall be made to the City to the extent that any Pledged Sales Tax Increment Revenues are applied in such fiscal year to the payment of the debt service requirements on the District Bonds; and (ii) to the extent that such payment is not due and owing to the City in any fiscal year, the balance of any such amount to be paid by the Developer in such fiscal year shall be applied toward principal on the District Bonds. Said payment shall be made in each fiscal year until either: (1) the pledge of any Authority Pledged Revenues has ceased; or (2) property taxes are due from the residential component of the Project for 446 units that have been assessed as 100% complete.

The Project shall pay any affordable housing fees that may be enacted by the City Council on or before December 1, 2014, as if such fees had been in place and applicable to the Project. Any affordable housing impact fee that may be adopted as part of such requirements shall be paid by the Developer when due for the Project, except that for any portion of the Project developed prior to the imposition of the fee, such fee shall be paid no later than sixty days after adoption.

7. AMENDMENT TO SECTION 4.8. Section 4.8 of the Agreement is hereby amended to read as follows:

4.8 Access to Property. Developer will make arrangements for representatives of the City, including elected officials and staff, and the public, to participate in regular tours of the Property during construction, which tours shall be conducted no less frequently than once per month. Additionally, Developer will permit representatives of the City and the Authority access to the Property and the Project at reasonable times during regular business hours and with prior notice as necessary for the purpose of carrying out or determining compliance with the

Agreement, the Urban Renewal Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted. No compensation will be payable for such access. The City and the Authority, as applicable, agree to restore the Property and any component of the Project to its condition prior to any tests or inspections made by the City and further agree that they shall be responsible for any damage that results from the City or the Authority, as applicable, accessing the Property pursuant to their respective rights under this Agreement, to the extent permitted by law and, in the case of the City, subject to annual appropriation of funds by the City Council, in its sole discretion.

8. VALIDITY OF REMAINING PROVISIONS. All provisions of the Redevelopment Agreement that are not expressly amended herein shall remain in full force and effect and continue to bind the parties thereto.

IN WITNESS WHEREOF, this Amendment is executed by the Parties as of April __, 2014.

FORT COLLINS URBAN RENEWAL AUTHORITY

_____
Gerry Horak, Vice Chairperson

ATTEST:

_____
Darin Atteberry, Executive Director

Notice Address:
Fort Collins Urban Renewal Authority
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Attention: Darin Atteberry, Executive Director
Email: datteberry@fcgov.com

CITY OF FORT COLLINS, COLORADO

By:_____
Gerry Horak, Mayor Pro Tem

(SEAL)

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM

_____
Carrie Mineart Daggett, Deputy City Attorney

Notice Address:
City of Fort Collins
300 LaPorte Avenue
P.O. Box 580
Fort Collins, Colorado 80522
Attention: Carrie Mineart Daggett, Esq., Deputy City Attorney
Email: cdaggett@fcgov.com

FOOTHILLS METROPOLITAN DISTRICT

_____

ATTEST: _____, President

_____
Secretary

Notice Address:
c/o White, Bear and Ankele, P.C.
The Streets at Southglenn
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Kristen Bear
Email: kbear@wbapc.com

WALTON FOOTHILLS HOLDINGS VI, L.L.C.,
a Delaware limited liability company

By: Foothills Alberta Management, LLC,
a Colorado limited liability company

Its: Authorized Agent

By: _____
Donald G. Provost
Its: Manager

Notice Address:
Walton Foothills Holdings VI, L.L.C.
5750 DTC Pkwy, Suite 210
Greenwood Village, CO 80111
Attention: Donald G. Provost
Email: dgp@albdev.com

With a copy to:
Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attention: Carolynne C. White, Esq.
Email: cwhite@bhfs.com

Foothills Mall Redevelopment

First Amendment to
Redevelopment Agreement
April 15, 2014

Developer Request

1. **Modification to Section 3.1(c) concerning leased space required prior to City authorization to issue Metro District Bonds**

2. **Clarification to Section 4.3 concerning payment required of the Developer if the residential units are not completed on time**

Seven Conditions Precedent to Issuance of Bonds

a) Financing Plan approved by City Manager – demonstrates sufficient pledged revenue to meet debt service requirements

b) Obtained all equity and private financing necessary to construct the non-residential component of the project

c) 240k square feet of executed leased space with 120k square feet new tenants to Fort Collins

d) Add-On PIF imposed in accordance with Section 4.7

e) Developer obtained all Development Approvals for the Project

f) Satisfactory opinion by District's bond counsel

g) There is no event of default

Developer has Indicated All Conditions Will Be Met With The Exception of (c)

Current Agreement requirement prior to bond issuance:

- Developer to have obtained 240k of executed lease agreements
- 120k of the 240k to be new tenants to Fort Collins
  - If 60k-120k of new tenants – subject to consent of City Manager
- Leases to have an average sales per square foot of at least $375

Modification Requested:

- Bonds issued with 155k of executed lease agreements
- 90k of the 155k to be new tenants to Fort Collins
- Leases to have an average sales per square foot of at least $375
- $23M of $53M in bond proceeds released to Developer
- Remaining $30M held in escrow & released in $10M tranches as additional leases signed – final release at 310k
- Portion of leases new to Fort Collins is laddered to total leases

Allows Bonds to be Issued with 155k sq. ft. of Leased Space….
$23M of Funds Disbursed….
Remaining Funds Released as Leasing Grows to 310k sq. ft.

Section 3.1(c) Request

($ millions)	Lease Space Sq Ft		Funds Released		Percent of...	
	Total	New to Fort Collins	Funds Released	Assigned to City Improv	Orig 240k	Mall (less Macy's)
Current						
	240k	120k	$ 53	$ 8	100%	47%
Request						
	155k	90k	$ 23	$ 3	65%	30%
	205k	120k	33	1	85%	40%
	255k	130k	43	2	106%	50%
	310k	150k	53	2	129%	60%

Additional Considerations by the Developer & Equity Partner:

- Equity Position higher than original intent
- Equity Partner 100% recourse on the construction loan
- Monthly status reports on leasing & Quarterly tours of the project

Equity Position and Recourse Commitment are Above Normal….
Demonstrates Confidence in the Project

City Financial Risk:

- No financial risk to the City – Metro District Bonds
- Avoids interest rate risk associated with late 2014 issuance

Developer Financials:

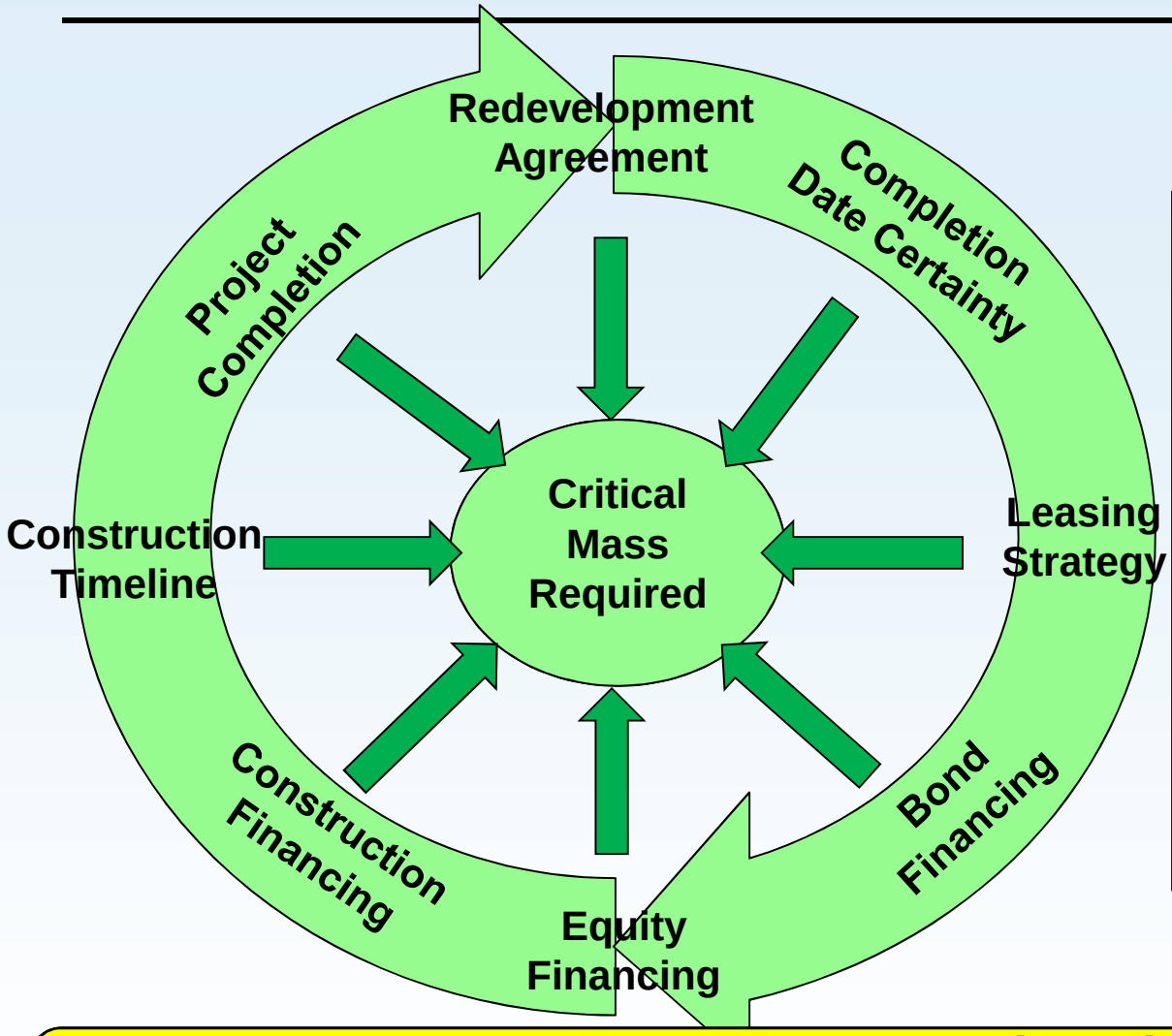
- No benefit to the Developer's financial position

Metro District Risk:

- **Start-Up Risk** – bonds are issued and the Mall is not completed
- **Bonds issued with 155k sq. ft. of leased vs. 240K sq. ft.**
  - If Start-Up Risk occurs between 155k & 240k
    - Added Risk - bonds are issued and project stalls
  - If Start-Up Risk occurs after 240k leased
    - Reduced or Equal Risk - $30M bond pay down results in $41M bonds outstanding after 3 years.

No Additional Financial Risk to the City….
District Risk Related to a Low Probability Event in next 6 Months

Critical Mass & Timing



- Redevelopment Agreement linked to Date Certainty
- Date Certainty Influences Leasing Strategy
- All Financing Needs to Close Simultaneously
- Financing Needs to Close in Time to Allow Construction to Achieve Completion Date

All Elements Must Come Together Simultaneously….
If One Element is Delayed, the Ripple can Impact the Completion Date Which Can Impact Leasing Strategy

City of Fort Collins

Section 4.3 Clarification

- Intent of the original Section 4.3 was to require the Developer to pay 50% of the lost property tax increment in the event the residential units were delayed.
- But only until such time as the residential units are built and property tax increment is being paid.
- Clarification added to Section 4.3:

"Said payment shall be made in each fiscal year until either: 1) the pledge of any authority pledged revenue has ceased; or 2) property taxes are due from the residential component of the Project for 446 units that have been assessed as 100% complete."

Clarification Requested is Consistent with the Original Intent

1. **Modification to Section 3.1(c) concerning leased space required prior to City authorization to issue Metro District Bonds**

2. **Clarification to Section 4.3 concerning payment required of the Developer if the residential units are not completed on time**

RESOLUTION NO. 070
OF THE BOARD OF COMMISSIONERS OF THE
FORT COLLINS URBAN RENEWAL AUTHORITY
APPROVING AN AMENDMENT TO THE
REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
WITH THE CITY OF FORT COLLINS,
WALTON FOOTHILLS HOLDINGS VI, L.L.C., AND THE
FOOTHILLS METROPOLITAN DISTRICT
REGARDING THE REDEVELOPMENT OF FOOTHILLS MALL

WHEREAS, on May 8, 2013, the Board adopted Resolution No. 055, approving a Redevelopment and Reimbursement Agreement among the Fort Collins Urban Renewal Authority (the "Authority"), the City of Fort Collins (the "City"), Walton Foothills Holdings VI, L.L.C. (the "Developer"), and the Foothills Metropolitan District (the "District") regarding the redevelopment of Foothills Mall; and

WHEREAS, on January 14, 2014, the Board adopted Resolution No. 068, approving an updated Redevelopment and Reimbursement Agreement among the Authority, the City, the Developer, and the District regarding the redevelopment of Foothills Mall (the "Agreement"); and

WHEREAS, in Resolution No. 055 and Resolution No. 068, the Board stated its finding that it is in the best interests of the Authority to provide financial assistance to the Foothills Mall redevelopment project (the "Mall Project") in order to remedy blighted conditions within and around the Mall pursuant to the Midtown Urban Renewal Plan, using certain property and sales tax increment revenues in accordance with the Act, together with certain available revenues of the District and the Developer, to provide a catalyst for redevelopment in the Midtown Urban Renewal Area, to increase sales tax revenues and job opportunities, and to provide other economic and social benefits to the City and surrounding community; and

WHEREAS, on January 17, 2014, the final version of the Agreement was signed by all parties, and was placed on file in the Office of the City Clerk; and

WHEREAS, following the completion of the Agreement, the Mall Project has continued to move forward, and a formal groundbreaking ceremony for the Mall Project took place on February 26, 2014; and

WHEREAS, the Developer has requested an amendment to the Agreement that would change one condition precedent to the issuance of District bonds so as to allow their issuance upon the Developer's having leased 155,000 square feet, 90,000 of which must to be tenants new to Fort Collins, rather than the currently required 240,000 square feet; and

WHEREAS, as a condition of the City agreeing to this change, the Developer has agreed to certain restrictions on the release of a portion of the District bond proceeds to tie their release to additional leasing performance; and

WHEREAS, in addition, $8 million in District bond proceeds allocated to the College Avenue Underpass and Foothills Activity Center elements of the Mall Project will be reserved exclusively for that purpose, as part of the release conditions; and

WHEREAS, in order to document and make enforceable these proposed terms and conditions, the parties have also negotiated modifications to the language of the Agreement that are described in the First Amendment to Redevelopment and Reimbursement Agreement attached hereto as Exhibit "A" and incorporated herein by this reference (the "Amendment"); and

WHEREAS, Authority staff has recommended that the Authority agree to the proposed changes to the leasing conditions set forth in the Amendment, to avoid the costs and other detriments associated with a delay in the issuance of the District bonds called for under the Agreement; and

WHEREAS, as part of the Amendment, the Developer has also agreed to provide additional security and financing to support the Mall Project and maintain the current timeline for completion; and

WHEREAS, in light of the foregoing, the Board desires to approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL AUTHORITY, as follows:

Section 1. Ratification and Approval of Prior Actions. The Board hereby ratifies, approves and confirms all action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board or the officers of the Board or the Authority named in this Resolution relating to the redevelopment of the Mall Project, the execution and delivery of the Agreement and the Amendment, and the performance of the Authority's obligations under the Agreement and related documents.

Section 2. Finding of Best Interests and Public Purpose. The Authority hereby finds and determines, pursuant to the Constitution, the laws of the State, and in accordance with the foregoing recitals, that adopting this Resolution, providing the specified assistance for the Mall Project, and entering into the Agreement and the Amendment and performing all obligations set forth therein, are necessary, convenient, and in furtherance of the Authority's purposes, and will serve the important public purposes of remedying blighted conditions within and around the Foothills Mall pursuant to the Midtown Urban Renewal Plan, providing a catalyst for redevelopment in the Midtown Urban Renewal Area, increasing sales tax revenues and job opportunities, and providing other economic and social benefits to the Midtown Urban Renewal Area and surrounding community, and the Board hereby authorizes and approves the same.

Section 3. Approval of Amendment. The Amendment, in substantially the form attached hereto as Exhibit "A", is in all respects approved, authorized and confirmed.

Section 4. Authorization to Execute. The Board President is hereby authorized and directed to execute and deliver the Amendment, for and on behalf of the Authority, in substantially the form and with substantially the same content as attached, provided that the approval hereby given to the Amendment includes an approval of such additional details therein, deletions therefrom, or additions thereto as the Authority Executive Director, in consultation with the Authority's legal counsel, determines to be necessary and appropriate for its completion, or desirable to protect the interests of the Authority. The execution of the Amendment by the Board President shall be conclusive evidence of the approval by the Board of the same in accordance with the terms of this Resolution and the Amendment.

Section 5. Direction to Act. The City Clerk, acting as Secretary of the Board, is hereby authorized and directed to attest all signatures and acts of any official of the Authority in connection with the matters authorized by this Resolution. The Board President, the Board Vice President, the Executive Director of the Authority, the Secretary of the Board, and other appropriate officials or employees of the Authority are hereby authorized and directed to execute and deliver for and on behalf of the Authority any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Resolution. The execution of any instrument by the aforementioned officers or members of the Authority shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms of this Resolution and the Amendment.

Section 6. Severability. If any section, subsection, paragraph, clause or provision of this Resolution or the Amendment hereby authorized and approved shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution or the Amendment, the intent being that the same are severable.

Section 7. Repealer. All prior resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8. Effectiveness. This Resolution shall take effect immediately upon its passage.

Passed and adopted at a regular meeting of the Board of Commissioners of the Fort Collins Urban Renewal Authority of Fort Collins this 15th day of April, A.D. 2014.

_____
Vice-Chairperson

ATTEST:

_____
Secretary

FIRST AMENDMENT TO REDEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Amendment**") dated as of April __, 2014, is made by and among the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "**Authority**"), WALTON FOOTHILLS HOLDINGS VI, L.L.C., a Delaware limited liability company (the "**Developer**"), the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "**City**"), and FOOTHILLS METROPOLITAN DISTRICT, a quasi-municipal corporation organized and existing in accordance with Title 32, Article 1, C.R.S. (the "**District**"). The Authority, the Developer, the City and the District are sometimes collectively called the "**Parties**," and individually, a "**Party**."

RECITALS

WHEREAS, on January 17, 2014, the Parties entered into that certain Redevelopment and Reimbursement Agreement (the "**Agreement**"); and

WHEREAS, the Developer has requested an amendment to the Agreement that would change one condition precedent to the issuance of District Bonds so as to allow their issuance upon the Developer's having leased 155,000 square feet, 90,000 of which must to be tenants new to Fort Collins, rather than the currently required 240,000 square feet; and

WHEREAS, as a condition of agreeing to this change, the Developer has agreed to certain restrictions on the release of a portion of the District Bond proceeds to tie their release to additional leasing performance; and

WHEREAS, in addition, the Parties have determined that certain other clarifications to the language of the Agreement will be mutually beneficial.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties contained in this Agreement, and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to the terms and conditions in this Agreement.

AGREEMENT

1. DEFINED TERMS AND RECITALS INCORPORATED. All terms used in this Amendment and defined in the Agreement shall have the meanings ascribed to them in the Agreement, except as otherwise expressly provided herein. All recitals set forth in the Agreement and in this Amendment, above, are incorporated into the Agreement as amended by this Amendment as though fully set forth in the body hereof.

2. DEFINITION ADDED. Section 1 of the Agreement is amendment to add a definition of the term "Tenant New to Fort Collins", as follows:

"Tenant New to Fort Collins" means any tenant other than a tenant that is relocating to the Project an existing business that was operating under a City of Fort Collins sales tax license as of the date of the Agreement or this Amendment.

3. AMENDMENT TO SECTION 3.1. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Conditions Precedent to Issuance of District Bonds. The following conditions shall be satisfied on or prior to the issuance of the District Bonds:

(a) The Developer and the District shall prepare the Financing Plan and the City Manager and the Executive Director of the Authority shall have approved the Financing Plan. The Financing Plan shall also be in form and substance satisfactory to the District's bond counsel and the underwriter of the District Bonds. The Financing Plan shall demonstrate that there is expected to be sufficient Pledged Revenues derived from the construction of the Project to pay the debt service requirements on the District Bonds when due.

(b) The Developer shall provide to the City Manager the following evidence satisfactory to the City Manager that the Developer has obtained all equity and private financing necessary to construct the non-residential components of the Project:

(1) Developer shall certify that it has expended no less than $57 million on the Project, representing the Developer's equity commitment as of the closing of the District Bonds; and

(2) Developer shall demonstrate that it has a closed construction loan with a commitment from the construction lender to fund an amount not less than the difference between the construction costs of the Project and the total of the net bond proceeds and the Developer's equity commitment described in Section 3.1(b)(1), which construction loan shall provide recourse for one hundred percent (100%) of the loan amount against an entity (or entities) that own(s) substantially all of and controls(s) the Developer. Such recourse may be subject to decreases over time as certain financial tests and leasing tests are achieved. The City's Financial Officer and City Attorney (or their delegates) shall be entitled to review the loan agreement and related documents, including, but not limited to, any promissory note and all related guarantees and deeds of trust, to verify compliance with this requirement.

(c) The Developer shall have obtained executed lease agreements, excluding the existing department store located on Larimer County Parcel Number 9725391002,

totaling at least 155,000 square footage of the retail area of the Project with tenants that, in the aggregate, have an average sales per square foot of at least $375 based on average national sales performance, and, except as hereinafter provided, of which at least 90,000 square feet shall be leased to Tenants New to Fort Collins. The Developer shall certify to the City upon the City's request that the conditions of this Subsection (c), excluding verification of the sales per square foot requirement, have been met in full.

(d) The Developer shall have imposed the Add-On PIF in accordance with Section 4.7 hereof.

(e) The Developer shall have obtained the Development Approvals for the Project, as described in this Agreement and in Exhibit C.

(f) The City and the Authority shall receive an opinion of the District's bond counsel that the District Bonds have been validly issued and opining as to the tax-exempt status of the bonds, which opinion shall be addressed to the City and the Authority, or the City and the Authority shall receive a reliance letter from the District's bond counsel.

(g) No Event of Default hereunder shall have occurred and be continuing hereunder, unless such Event of Default has been cured, remedied or waived, or a remedy has been agreed upon by the Parties which will become effective with the passage of time.

4. AMENDMENT TO SECTION 3.2. Section 3.2 is hereby amended to read as follows:

3.2 Provisions to be Included in District Bond Documents. The District Bond Documents shall contain the following provisions:

(a) The District Bonds shall be payable from the Pledged Revenues in the following order of priority:

(i) the District Debt Service Mill Levy Revenues;

(ii) the Pledged District Specific Ownership Taxes;

(iii) the Pledged Property Tax Increment Revenues;

(iv) the Add-On PIF Revenues; and

(iii) the Pledged Sales Tax Increment Revenues.

(b) The District Bond proceeds may only be made available to the District in tranches, upon the achievement by Developer of threshold requirements for executed leases for tenants as set forth in the table below. The parties acknowledge that, as provided in Section 3.1(c) above, attainment of the threshold for the first such tranche is a condition precedent of issuance of the District Bonds. As to tranches 1, 2 and 3 only, the

tenants comprising the required threshold shall have an average sales per square foot of at least $375 in the aggregate based on average national sales. A portion of each tranche shall be allocated to the Underpass and Foothills Activity Center improvements as set forth in the table below. The balance of the available proceeds within each tranche may be spent without restriction, except as otherwise set forth in this Agreement.

Tranche	Cumulative Total Square Feet of Executed Lease Agreements	Total Amount of Bond Proceeds Disbursed in Tranche	Cumulative Total Amount of Bond Proceeds Disbursed	Minimum Bond Proceeds for Underpass and Foothills Activity Center (FAC)
1	155,000	$23M	$23M	$3M (Underpass)
2	205,000	$10M	$33M	$1M (FAC)
3	255,000	$10M	$43M	$2M (FAC)
4	310,000	$10M	$53M	$2M (FAC)

(c) If, on the third anniversary date of the issuance of the District Bonds, any portion of the District Bond proceeds that has not been disbursed as a result of failure to meet one or more leasing thresholds described in Section 3.2(b), then the remaining undisbursed proceeds shall be used to carry out the mandatory extraordinary redemption of a corresponding portion of the District Bonds.

(d) After the debt service requirements on the District Bonds have been paid or provided for in each Fiscal Year, and after all payments have been made to replenish the reserve fund for the District Bonds and to make any payments into any required rebate funds for the District Bonds, any excess Pledged Revenues shall be applied by the District Bond Trustee as follows:

5. AMENDMENT TO SECTION 4.1. Section 4.1 is hereby amended to read as follows:

4.1 Construction of Project. As set forth in Section 2.1 hereof, the Developer and/or the District shall construct the Project. The Project shall be constructed substantially in accordance with the Development Approvals and Exhibit C attached hereto. Additionally, as construction proceeds on the Project, Developer shall comply with the following requirements.

(a) Developer shall provide a monthly written status report to the City regarding the status of construction of the Project with respect to the overall schedule. The City acknowledges that Developer has identified or may identify certain information

contained in such reports as confidential, proprietary business information. The City agrees that it will maintain the confidentiality of such information except as required by applicable law. If the City is requested to disclose information identified by Developer as confidential and if the City believes it is legally required to make disclosure of such information, the City will notify Developer at least two business days prior to making such disclosure, so as to permit Developer to propose appropriate redactions or seek a judicial declaration preventing disclosure. The Developer shall reimburse the City for any attorneys' fees or costs incurred by the City or that the City is ordered to pay in connection with such proceedings.

(b) Developer shall certify to the City prior to the release of each tranche of District Bond proceeds as set forth in Section 3.2(b) that the total square footage of leases to Tenants New to Fort Collins meets the minimum threshold for such tranche as set forth in the table below:

Tranche	Total Square Feet of Executed Lease Agreements	Total Leasing to Tenants New to Fort Collins
1	155,000	90,000
2	205,000	110,000
3	255,000	130,000
4	310,000	150,000

(c) Developer shall also provide monthly reports to the City which include the following information: (i) the percentage of the total square footage to be leased for which leases have been executed; (ii) the percentage of the total square footage to be leased for which letters of intent have been executed; and (iii) the percentage of the total square footage to be leased that is under negotiation. The City acknowledges that Developer has identified or may identify certain information provided under this subsection as confidential, proprietary business information. The City agrees that it will maintain the confidentiality of such information to the same extent and under the same terms and conditions as set forth in Section 4.1(a), above.

6. AMENDMENT TO SECTION 4.3. Section 4.3 is hereby amended to read as follows:

4.3 Construction of Residential Component of Project; Affordable Housing. The Developer shall Complete Construction of the residential components of the Project, subject to Force Majeure, as follows:

(a) on or prior to December 31, 2016, the Developer shall Complete Construction of the first phase of the residential component of the Project consisting of a minimum of 200 units;

(b) on or prior to December 31, 2018, the Developer shall Complete Construction of the second phase of the residential component of the Project consisting of at least an additional 246 units.

Failure to Complete Construction of the residential components of the Project in accordance with this Section 4.3 shall not be deemed to be an Event of Default under this Agreement, provided, however, that if Construction of the residential components of the Project is not Completed as set forth above, then beginning with the 2020 Fiscal Year, the Developer shall be obligated to pay in such Fiscal Year and each Fiscal Year thereafter, regardless of whether the Developer is the owner of the Property on which the residential component of the Project is to be constructed, an amount equal to 50% of the difference between the Pledged Revenues generated from the residential component of the Project and the Estimated Revenues from the Residential Property, as follows: (i) such payment shall be made to the City to the extent that any Pledged Sales Tax Increment Revenues are applied in such fiscal year to the payment of the debt service requirements on the District Bonds; and (ii) to the extent that such payment is not due and owing to the City in any fiscal year, the balance of any such amount to be paid by the Developer in such fiscal year shall be applied toward principal on the District Bonds. Said payment shall be made in each fiscal year until either: (1) the pledge of any Authority Pledged Revenues has ceased; or (2) property taxes are due from the residential component of the Project for 446 units that have been assessed as 100% complete.

The Project shall pay any affordable housing fees that may be enacted by the City Council on or before December 1, 2014, as if such fees had been in place and applicable to the Project. Any affordable housing impact fee that may be adopted as part of such requirements shall be paid by the Developer when due for the Project, except that for any portion of the Project developed prior to the imposition of the fee, such fee shall be paid no later than sixty days after adoption.

7. AMENDMENT TO SECTION 4.8. Section 4.8 of the Agreement is hereby amended to read as follows:

4.8 Access to Property. Developer will make arrangements for representatives of the City, including elected officials and staff, and the public, to participate in regular tours of the Property during construction, which tours shall be conducted no less frequently than once per month. Additionally, Developer will permit representatives of the City and the Authority access to the Property and the Project at reasonable times during regular business hours and with prior notice as necessary for the purpose of carrying out or determining compliance with the Agreement, the Urban Renewal Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted. No compensation will be payable for such access. The City and the Authority, as applicable, agree to restore the Property and any component of the Project to its condition prior to any tests or inspections made by the City and further agree that they shall be responsible for any damage that results from the City or the Authority, as applicable, accessing the Property pursuant to their respective rights under this

Agreement, to the extent permitted by law and, in the case of the City, subject to annual appropriation of funds by the City Council, in its sole discretion.

8. VALIDITY OF REMAINING PROVISIONS. All provisions of the Redevelopment Agreement that are not expressly amended herein shall remain in full force and effect and continue to bind the parties thereto.

IN WITNESS WHEREOF, this Amendment is executed by the Parties as of April __, 2014.

FORT COLLINS URBAN RENEWAL AUTHORITY

_____
Gerry Horak, Vice Chairperson

ATTEST:

_____
Darin Atteberry, Executive Director

Notice Address:
Fort Collins Urban Renewal Authority
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Attention: Darin Atteberry, Executive Director
Email: datteberry@fcgov.com

CITY OF FORT COLLINS, COLORADO

By:_____
Gerry Horak, Mayor Pro Tem

(SEAL)

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM

_____
Carrie Mineart Daggett, Deputy City Attorney

Notice Address:
City of Fort Collins
300 LaPorte Avenue
P.O. Box 580
Fort Collins, Colorado 80522
Attention: Carrie Mineart Daggett, Esq., Deputy City Attorney
Email: cdaggett@fcgov.com

FOOTHILLS METROPOLITAN DISTRICT

_____

ATTEST: _____, President

_____
Secretary

Notice Address:
c/o White, Bear and Ankele, P.C.
The Streets at Southglenn
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Kristen Bear
Email: kbear@wbapc.com

WALTON FOOTHILLS HOLDINGS VI, L.L.C.,
a Delaware limited liability company

By: Foothills Alberta Management, LLC,
a Colorado limited liability company

Its: Authorized Agent

By: _____
Donald G. Provost
Its: Manager

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Walton Foothills Holdings VI, L.L.C.
5750 DTC Pkwy, Suite 210
Greenwood Village, CO 80111
Attention: Donald G. Provost
Email: dgp@albdev.com

With a copy to:
Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attention: Carolynne C. White, Esq.
Email: cwhite@bhfs.com