

**EXHIBIT A**

**ANTICIPATED TIMETABLE**

<b>COMPLETION DATE</b>	<b>ACTION</b>
<p>The following documents must be prepared and agreed to on or before July 24, 2009 pursuant to paragraph 2.1 of this Agreement or such later date as agreed to by the Parties in writing</p>	<ol style="list-style-type: none"> <li>1. Revised Condominium Documents agreed to by LandCo, the City, the USOC, and United Western Bank, with the PFA bearing the cost of filing the revised Condominium Documents; and</li> <li>2. A mutually agreeable Purchase and Sale Agreement between the PFA and LandCo for the purchase of Floors 2-6 of the Headquarters Building (USOC Condominium”), the essential terms of which will require LandCo to complete the core and shell of the Headquarters Building as defined by Exhibit B, and upon the completion of these tasks and other tasks outlined in this Agreement, the PFA will purchase the USOC Condominium for \$18,800,000; and</li> <li>3. A loan commitment from United Western Bank verifying financing sufficient for LandCo to complete the core and shell of the Headquarters Building; and</li> <li>4. An agreement between GE Johnson and LandCo, certified to the City, that provides that no liens stemming from disputes between GE Johnson and LandCo have been or will be placed on the USOC Condominium.</li> </ol>
	<ol style="list-style-type: none"> <li>1. If all prior obligations have been met by the Parties, the City Council shall vote on this Agreement, pursuant to paragraph 2.2 of this Agreement.</li> </ol>
<p>The following action must occur within 5 days of execution of this Agreement</p>	<ol style="list-style-type: none"> <li>1. LandCo to transfer all funds from the NGB Escrow Acct to the City in the sum of at least \$746,708 to include any and all accrued interest from June 1, 2009 through the date of transfer, unless reduced by draws approved by both the City and LandCo, in writing.</li> <li>2. LandCo to assign all rights under contract with the Copestone Company for renovation of the NGB Building</li> </ol>
<p>The following action must occur within 7 days of the COP Process Start Date, as defined in paragraph 2.4(b)</p>	<ol style="list-style-type: none"> <li>1. The City shall provide evidence of the initiation of the COP Process to LandCo, and in the following weeks the City and PFA shall take all efforts necessary to issue the COPs, pursuant to paragraph 2.4 of this Agreement, subject to the conditions set forth therein</li> </ol>
<p>September 30, 2009</p>	<ol style="list-style-type: none"> <li>1. LandCo shall complete the core and shell of the Headquarters Building on or before September 30, 2009 pursuant to Paragraph 2.6 of this Agreement and as defined by Exhibit B.</li> </ol>

The following action must occur within 45 days of the COP Process Start Date	1. The PFA shall issue and sell the COPs pursuant to paragraph 2.6 of this Agreement, and escrow the \$18,800,000 for the purchase of the USOC Condominium, with such purchase not occurring until the core and shell have been verified as complete as defined by Exhibit B
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## **EXHIBIT B**

### **DEFINITION OF COMPLETION OF THE CORE AND SHELL**

**The Core and Shell of the Headquarters Building shall be deemed complete upon the completion of the following on or before September 30, 2009 and unless agreed to in writing on or before October 15, 2009:**

1. Signoff of final inspection of the work performed under the core and shell building permit issued by the Pikes Peak Regional Building Department excluding alterations to existing systems by Tenant Improvement Work.
2. Certification by Oz Architecture that all work is complete in accordance with the core and shell plans and specifications created by Oz Architecture dated September 8, 2008 as amended by the architect's supplemental instructions, construction change directives, and change orders through completion of the core and shell. Any and all architect supplemental instructions, construction change directives, and change orders, beginning July 29, 2009 through completion of core and shell shall be subject to the City's approval, with such approval not unreasonably withheld. Certification shall also include all punch list work by OZ Architecture and all sub consultants (mechanical, electrical, structural and civil), and the Parties agree to meet no later than two weeks prior to Closing to discuss any items the Parties believe to be material punch list work.
3. Signed lien waivers from all contractors, subcontractors, and suppliers clearing all liens on floors 2 through 6 to be used by USOC and building exterior and/or financial assurance through bonds sufficient to cover any liens that are not waived.
4. Certification by the mechanical and electrical sub consultants that the facility and its mechanical and electrical systems, subsystems, and equipment are planned, designed, installed, and tested, and is capable of being operated and maintained according to the design requirements.
5. Provisions for maintenance to be provided by contractor during the warranty period, the term of the warranty period, and copies of all extended manufacturers and suppliers warranties for equipment, materials, and systems for which the owner of floors two through six is responsible for maintenance.
6. Construction of the First Floor restroom, showers and bike lockers has been completed with those facilities available to the tenants of the USOC Condominium in accordance with plans and specifications created by Oz Architecture.

## **EXHIBIT C**

### **STREETSCAPE IMPROVEMENTS TO BE PAID BY THE CITY OF COLORADO SPRINGS PARKING SYSTEM ENTERPRISE**

The AA Construction has been contracted to perform this work and began the layout and demolition work Monday, July 6, 2009:

1. Provide all necessary demolition required for streetscape improvements
2. Back fill large coal chute at SE corner of building
3. Replace all of the curb & gutter surrounding the building
4. Install the pedestrian bump out and planters as detailed in the Downtown Action Plan
5. Install two (2) new storm water catch basins as needed and connect to existing storm water lines
6. Provide new street trees and landscaping
7. Connect and extend irrigation system for street trees and landscape
8. Connect and extend streetlight conduit for new streetlights
9. Install new street light bases. (wiring, poles and fixtures provided by CSU)
10. Pour new sidewalk around exterior of building, including new ADA pedestrian ramps (Structured lids and waterproofing of under sidewalk vaults provided by developer)
11. Install pavers between sidewalk and curb & gutter
12. Provide and install pedestrian amenities bench, bike rack & trash can
13. The original service line to 27 South Tejon is from a Colorado Springs Utilities ("CSU") water main located in Colorado Avenue, south of 27 South Tejon. CSU's standard requirement at abandonment of a service line is for the property owner to incur the expense to remove the tee from the main to the service line (the tee being located in the main line) and to install a sleeve in the main line that restores the integrity of the main line. CSU has advised that in this case, only the service line may be abandoned in place and capped, and that installation of a sleeve in lieu of the tee is not required.

The total cost of the work provided by the Parking System is \$242,508.