

FIRST AMENDMENT TO AGREEMENT  
FOR DISPOSITION AND REDEVELOPMENT  
BY AND BETWEEN  
THE URBAN RENEWAL AUTHORITY  
OF THE CITY OF COLORADO SPRINGS  
AND  
LOWELL DEVELOPMENT PARTNERS, LLC

THIS FIRST AMENDMENT is made this 9<sup>th</sup> day of May, 2000, by the URBAN RENEWAL AUTHORITY OF THE CITY OF COLORADO SPRINGS, COLORADO (hereinafter called "Authority") and LOWELL DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company (hereinafter called "Redeveloper") to that certain AGREEMENT FOR DISPOSITION AND REDEVELOPMENT dated December 16, 1999 (the "Agreement"):

WHEREAS, certain circumstances as to the time periods, definitions and other matters in the Agreement have made it mutually advisable for the parties to amend the Agreement;

NOW THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein, do hereby covenant and agree with each other that the aforesaid Agreement is hereby amended as follows:

1. The sixty (60) day period specified in Sections 16.4, 16.5 and 16.6 shall be changed to thirty (30) days.

2. The six (6) month period specified in Section 16.7 shall be changed to sixty (60) days.

3. Section 19.1 shall be reworded to read as follows:

"19.1 General Indemnity. The Redeveloper covenants and agrees, at its expense, to pay, and to indemnify, defend and hold harmless, as provided in Section 19.3, the Authority, and its board of commissioners, officers, agents, employees, engineers and attorneys (collectively, "Indemnified Parties" or singularly, each an "Indemnified Party") of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs), and liabilities resulting directly or indirectly from the Redeveloper's development, construction, repair, maintenance, management, leasing, sale, and any other conduct or activities with respect to the Project, except to the extent such claims, damages, demands, expenses or liabilities, arise by reason of the negligent act or omission of the Authority or other Indemnified Parties."

4. The form of Deed attached as Exhibit "E" to the Agreement shall be amended so that (i) the word "Agreement" is defined to mean the Agreement as amended by this First Amendment; (ii) the words "Schedule of Performance" is defined to mean the Schedule of Performance attached to the Agreement as amended by this First Amendment; (iii) at the end of Covenant B, a portion of the last

sentence is amended to read as follows: "the Property, or any part thereof, or any interest therein, in violation of said Agreement"; (iv) all references to the South Central Downtown Urban Renewal Plan shall refer to the Plan amended October 23, 1990, recorded in Book 5804 at Page 1037; and (v) the words "The recorded Certificate of Completion shall further mean:" together with subparagraphs (1) and (2) following said words are hereby deleted.

5. Section 4.4 of the Agreement is hereby amended to add the following sentence to the end of such Section:

"For purposes of this paragraph, land shall mean land as developed, subdivided and platted with construction of water, sewer, utilities, sidewalks, curb, gutter and paving but prior to construction of any buildings or other vertical improvements upon the land. If land is sold by the Redeveloper that contains buildings or other vertical improvements, a separate valuation needs to be made for the buildings and vertical improvements to determine the sales price of the land subject to the Excess Performance Interest. "

6. Section 1. DEFINITIONS (y) is deleted in its entirety and replaced with the following:

(y) "Plan" and "Urban Renewal Plan" mean the South Central Downtown Urban Renewal Plan amended October 23, 1990, recorded in Book 5804 at Page 1037 of the records of the Clerk and Recorder of El Paso County, Colorado, as such Plan may be amended from time to time.

7. Section 1. DEFINITIONS shall be amended to add the following:

(nn) "Incremental Property Taxes" means all taxes described in Paragraph 7 of the Urban Renewal Plan and as described in C.R.S. 31-25-107(9).

8. The second sentence of Section 8.2(a) shall be deleted in its entirety.

9. Any reference in the Agreement to a time schedule stated in the Design Report contained in Exhibit "B" is hereby deleted because there is no time schedule in Exhibit "B".

10. References in the form of Certificate of Completion attached to the Agreement as Exhibit "F" to the South Central Downtown Urban Renewal Plan, revised March 9, 1988, recorded in Book 5503 at Page 686 are deleted and replaced with references to the South Central Downtown Urban Renewal Plan amended October 23, 1990, recorded in Book 5804 at Page 1037 of the records of the Clerk and Recorder of El Paso County Colorado, as such Plan may be amended from time to time.

11. Paragraph 5.1 is hereby amended to provide that the Redeveloper shall purchase or have under contract to purchase the Roads property by July 1, 2000.

12. Schedule D (THE SCHEDULE OF PERFORMANCE) is hereby amended to read as follows:

Redeveloper provides evidence of financing  
for acquisition and relocation expenses  
for second closing 7/1/00

Redeveloper acquires property -  
First Closing - Authority Parcels 5/11/00

Second Closing - Police Operations Parcel and  
Balance of Property with Exceptions (estimated) 9/1/00

13. All of the contingencies specified in Section 5.1 that must be met prior to the First Closing date, have either been met, or to the extent said contingencies have not been met, both CURE and the Redeveloper hereby waive any claims against each other for failure to meet said contingencies.

IN WITNESS WHEREOF the Authority has caused this First Amendment to be duly executed in its behalf and the Redeveloper has caused the same to be duly executed in its behalf as of the date and year first above written.

URBAN RENEWAL AUTHORITY OF THE  
CITY OF COLORADO SPRINGS, COLORADO

By: Musan K Wood-Ellis  
Chairman

ATTEST:

By: B  
Vice-Chairman

LOWELL DEVELOPMENT PARTNERS, LLC

By: [Signature]  
Managing Partner