

### Trinity Place Project Options Chart – DRAFT FOR DISCUSSION ONLY

The following outlines various potential paths for the County to consider regarding the Trinity Place Project. These paths have been developed to provide an outline of the issues and some of the pros and cons of each path. The potential paths are listed with no suggested priority. Under any scenario, the current agreement with the Schools will move forward.

Potential Paths Forward	PATH 1: Negotiate with Boyer without executing a Development Agreement; Begin testing the market for other opportunities (Current Path)	PATH 2: Sign Development Agreement with Boyer (If Boyer does not agree, proceed to Path 3)	PATH 3: Discontinue negotiations with Boyer; Issue new RFP document to select new developer
<b>Description of Path Forward</b>	<ul style="list-style-type: none"> <li>▪ County would continue negotiations with Boyer, with no deadline for signing a Development Agreement.</li> <li>▪ County would also directly engage anchor tenants and minor anchor tenants to gauge interest in the property and Los Alamos.</li> <li>▪ Boyer would continue to market the property to prospective tenants and search for an anchor tenant.</li> <li>▪ County would begin (while working with Boyer) to test the market for the property independently to new developers.</li> <li>▪ Development Agreement would be executed when Boyer is prepared to fully commit to the project.</li> <li>▪ If Boyer and the County cannot agree on issues, County can terminate discussions and move to Path 3.</li> </ul>	<ul style="list-style-type: none"> <li>▪ County would request that Boyer execute the Development Agreement by a certain date to be set by Council. (If Boyer does not agree, the County would move to Path 3.)</li> <li>▪ The Development Agreement will require Boyer to develop the property in accordance with the current terms.</li> <li>▪ Boyer would be required to secure an anchor tenant during a defined time period or the Development Agreement will terminate after a certain period.</li> <li>▪ Boyer can terminate the Development Agreement at any time if Boyer cannot secure an anchor tenant.</li> <li>▪ County can terminate the Development Agreement after a certain period of time (to be determined) if Boyer has not yet secured an anchor tenant.</li> </ul>	<ul style="list-style-type: none"> <li>▪ County would discontinue negotiations with Boyer.</li> <li>▪ County would perform test marketing and feasibility analysis to gauge interest and reasonable scope and land value to be expected from the site.</li> <li>▪ After test marketing, the County would issue a new RFP/RFQ/RFI for a developer for the project.</li> <li>▪ County would attempt to facilitate continued interest by the anchor and minor anchor tenants, and engage other potential anchors.</li> <li>▪ County could integrate design standards and current deal structure into new RFP/RFQ/RFI document.</li> <li>▪ Expect to execute agreement with new developer in approximately June 2010.</li> </ul>
<b>Pros</b>	<ul style="list-style-type: none"> <li>▪ Maximum flexibility for the County. County has full freedom to explore opportunities.</li> <li>▪ Ability to compare Boyer deal to prospective deals offered by marketplace and other developers.</li> <li>▪ Ability to effectively have a backup plan should Boyer not be able to find an anchor tenant.</li> </ul>	<ul style="list-style-type: none"> <li>▪ County and Boyer execute an agreement.</li> <li>▪ Major deal points for the transaction are agreed to in writing (with caveat that changes can be made for the anchor tenant or the lender).</li> <li>▪ Identified developer in market searching for tenants.</li> <li>▪ No time loss for solicitation of new development team.</li> </ul>	<ul style="list-style-type: none"> <li>▪ County has maximum flexibility and project moves forward with a new developer who recognizes current market conditions.</li> <li>▪ Ability to structure all aspects of a new deal with a new party.</li> <li>▪ Potential for more certainty on timing of development and ability to begin construction.</li> <li>▪ More certainty on direction of Schools participation.</li> <li>▪ Development and lease agreements are close to completion and provide development community with additional clarity on deal structure.</li> </ul>
<b>Cons</b>	<ul style="list-style-type: none"> <li>▪ No commitment by Boyer.</li> <li>▪ Boyer and County do not execute an agreement.</li> <li>▪ Boyer and County do not agree on major deal points.</li> <li>▪ Boyer may lose interest in deal if County pursues other developers or anchor tenants.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Boyer is essentially given a no-cost option on the land for the duration of the anchor pursuit period.</li> <li>▪ Boyer will likely request a re-appraisal of the property.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Time consuming (at least 6 months to bring in a new developer).</li> <li>▪ May lose potential anchor tenants discussing project with Boyer.</li> <li>▪ Current economic environment may reduce competition.</li> <li>▪ May require new deal structure.</li> </ul>