

EXHIBIT A**Preliminary Budget for Traffic and Roadway Improvements**

The Parties understand and agree that the preliminary budget set forth below is subject to change based on final design approvals, including requisite governmental approvals, and is further subject to the limitations for total Traffic and Roadway Improvements Project Costs as set forth in Section 3.1(b) herein. Individual line items and location subtotals may be reallocated to other line items or location subtotals to the extent actual costs are higher or lower than the estimated budget amounts. Contingency amounts are available for cost overruns and to fund Traffic and Roadway Improvement Project Costs related to specific locations but not reflected in individual line items, including but not limited to street lighting and signage.

TRAFFIC IMPROVEMENTS COST ESTIMATES

LOCATION	DESCRIPTION	BUDGET AMOUNT
24th Avenue N.W. @ Robinson		
	Widen East Approach 2 Lanes	175,000
	Widen North Approach 2 Left Turn Lanes	115,000
	Widen North Approach 1 Right Turn Lane	90,000
	Widen West Approach 2 Lanes	250,000
	New Traffic Signal/Striping	110,000
	SUB-TOTAL	<u>\$740,000</u>
Robinson @ East I-35 Drive		
	Widen South Approach	100,000
	Traffic Signal	110,000
	Northbound Reconstruction and I-35 Ramps	1,370,000
	Drainage, Sidewalks & Utilities	120,000
	SUB-TOTAL	<u>\$1,700,000</u>
Robinson @ West I-35 Drive/Crossroads Blvd.		
	Widen Northside of Interstate Drive	26,001
	Widen North Approach & Add Freeflow WB Lane	86,752
	Construct SB Service Road Under Bridge	627,225
	Widen Robinson	230,605
	New Traffic Signal @ Crossroads Blvd.	140,000
	SUB-TOTAL	<u>\$1,110,583</u>
Tecumseh Road @ Flood/24th Avenue N.W.		
	Widen for EB Lane & E-W Left Turn @ 24th	292,237
	Widen South Approach for NB Right Turn Lane @ 24th	53,582
	Traffic Signal @ 24th N.W.	110,000
	Add 2 SB Lanes @ Flood & 1 Lane on Flood	319,814
	Traffic Signal @ Flood	140,000
	SUB-TOTAL	<u>\$915,633</u>

Tecumseh Road @ East I-35 Drive

Widen North Approach	105,726
Widen East Approach	90,997
Traffic Signal	140,000
Add Approach South and Add NB Ramp	750,000
SUB-TOTAL	<u>\$1,086,723</u>

Tecumseh @ West I-35 Drive

Widen North Approach	304,941
Widen South Approach	219,098
Widen West Approach	266,874
Widen East Approach	181,113
Traffic Signal and Striping	140,000
SUB-TOTAL	<u>\$1,112,026</u>

I-35 Frontage Road - Robinson to Tecumseh

1.7 Miles of 36 Foot Wide Road	2,400,000
SUB-TOTAL	<u>\$2,400,000</u>

24th Avenue Intersection Improvements

5 Median Openings, Left Turn Bays, Signals	1,000,000
SUB-TOTAL	<u>\$1,000,000</u>

Rights Of Way

Rights-of-Way (Miscellaneous)	400,000
SUB-TOTAL	<u>\$400,000</u>

Contingency

Contingency	1,085,035
SUB-TOTAL	<u>\$1,085,035</u>

GRAND TOTAL

\$11,550,000

EXHIBIT B-1

DEVELOPER AND UNP CERTIFICATE OF COMPLETION

To: Norman Tax Increment Finance Authority
Attn: General Manager
P.O. Box 370
Norman, Oklahoma 73070

The City of Norman, Oklahoma
Attn: City Manager
P.O. Box 370
Norman, Oklahoma 73070

Re: Development Agreement #1 for Initial Project Activities, by and among The City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, and University Town Center, LLC, dated as of August 22, 2006 (the "Agreement")

Pursuant to the provisions of Section 3.5(a) of the Agreement, we, the undersigned, the duly qualified and acting _____ of University North Park, LLC, and the duly qualified and acting _____ of University Town Center, LLC hereby certify as follows:

1. The City and the Authority have completed all of their obligations as set forth in the Agreement, less and except:

Terms used herein shall have the same meaning as set forth in the Agreement.

WITNESS our hands this ____ day of _____, 20__.

UNIVERSITY NORTH PARK, LLC

By: _____
Name: _____
Title: _____

UNIVERSITY TOWN CENTER, LLC

By: _____
Name: _____
Title: _____

EXHIBIT B-2

CITY AND AUTHORITY CERTIFICATE OF COMPLETION

To: University North Park, LLC
Attn: President
100 Timberdell Road
Norman, Oklahoma 73019

University Town Center, LLC
Attn: Stanton Nelson
101 North Robinson, Suite 900
Oklahoma City, Oklahoma, 73102

Re: Development Agreement #1 for Initial Project Activities, by and among The City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, and University Town Center, LLC, dated as of August 22, 2006 (the "Agreement")

Pursuant to the provisions of Section 3.5(b) of the Agreement, we, the undersigned, the duly qualified and acting Mayor of The City of Norman, Oklahoma and Chairman of the Board of Trustees of the Norman Tax Increment Finance Authority, hereby certify as follows:

1. University North Park, LLC, and University Town Center, LLC, have completed all of their obligations as set forth in the Agreement, less and except:

Terms used herein shall have the same meaning as set forth in the Agreement.

WITNESS our hands and the seals of the City and the Authority this ____ day of _____, 20__.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Name: _____
Title: _____

**NORMAN TAX INCREMENT FINANCE
AUTHORITY**

By: _____
Name: _____
Title: _____

**DEVELOPMENT AGREEMENT #1
FOR INITIAL PROJECT ACTIVITIES
IN THE NORMAN UNIVERSITY NORTH PARK PROJECT**

BY AND AMONG

THE CITY OF NORMAN, OKLAHOMA

AND

THE NORMAN TAX INCREMENT FINANCE AUTHORITY

AND

UNIVERSITY NORTH PARK, LLC

AND

UNIVERSITY TOWN CENTER, LLC

**PURSUANT TO THE
NORMAN UNIVERSITY NORTH PARK PROJECT PLAN**

DATED AS OF AUGUST 22, 2006