

**SECOND AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT**

This Second Amendment to the Disposition and Development Agreement (“**Second Amendment**”) is made as of this 9th day of May, 2017, by and among the Town of Erie, a Colorado statutory town (the “**Town**”), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority (“**TOEURA**”, and together with the Town, “**Erie**”), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the “**Developer**”).

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016, as amended by that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (collectively, the “**Agreement**”), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.
2. Inspection Period. Section 3.4 of the Agreement is hereby amended to replace the phrase “Developer shall have one hundred eighty (180) days from the Effective Date (the “Inspection Period”)” with the phrase “Developer shall have until December 1, 2017 (the “Inspection Period”)”.
3. TOEURA Approvals. Section 5.2 (c) of the Agreement is hereby amended to replace the phrase “Within one hundred eighty (180) days of the Effective Date” with the phrase “No later than December 1, 2017”.
4. Miscellaneous.
 - a) Full Force and Effect. Except as amended by this Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
 - b) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Amendment.

e) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Attorneys' Fees. In the event of litigation arising out of or in connection with this Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

g) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT
COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a
California corporation
Its: Manager

By: _____
Name: _____
Its: Vice President

ERIE:

TOWN OF ERIE,
a Colorado statutory town

By: _____
Name: _____
Title: _____

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: _____
Title: _____