

Second Amendment to Tax Increment Revenue Agreement

(Town of Erie)

(Erie Town Center Urban Renewal Plan)

This Second Amendment to Tax Increment Revenue Agreement (the "Second Amendment") is entered into as of [_____], 2026 (the "Effective Date"), by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado (the "Authority"), whose address is 645 Holbrook Street, Erie, CO 80516, and the Town of Erie, a Colorado home rule municipality (the "Town"), whose address is 645 Holbrook Street, Erie, CO 80516 (each a "Party" and collectively the "Parties").

Whereas, the Parties entered into that Tax Increment Revenue Agreement dated February 25, 2025 (the "Original Agreement"), regarding the allocation of Town Property Tax Increment and Town Sales Tax Increment as said terms are defined in the Original Agreement;

Whereas, the Parties entered into that First Amendment to Tax Increment Revenue Agreement dated July 8, 2025 (the "First Amendment"), amending the allocation of Town Sales Tax Increment to be pledged to the Project as defined by the Original Agreement; and

Whereas, the Parties desire to further amend the Original Agreement as amended by the First Amendment to change certain definitions to conform to the First Amendment.

Now, Therefore, in consideration of the covenants, promises and agreements of each of the Parties, to be kept and performed by each of them, it is agreed by and between the Parties as set forth herein.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. The definition of the terms "Eligible Costs" in Section 2.8 and Special Fund in Section 2.18 of the Original Agreement are amended to read as follows:

2.8 "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues and the Sales Tax Increment Revenues pursuant to the Act.

2.18 "Special Fund" means that certain special fund of the Authority into which Property Tax Increment Revenues and Sales Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

3. Entire Agreement. This Second Amendment along with the Original Agreement and the First Amendment embody the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions or

2/26/2026

obligations other than those contained herein; and the Original Agreement and First Amendment, as modified by this Second Amendment shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No further modification shall be valid unless agreed to in writing by the Parties.

In Witness Whereof, the Authority and Town have caused their duly authorized officials to execute this Second Amendment effective as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie Urban Renewal
Authority**

Andrew J. Moore, Chair

Attest:

Debbie Stamp, Town Clerk