

**SECOND AMENDMENT
TO
COMPROMISE SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE
OF ALL CLAIMS**

This SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS (“Second Amendment”) is entered into by and between the City of Surprise, an Arizona municipal corporation (the “City”) and Surprise Center Development Company L.L.C., an Arizona limited liability Company (“SCDC”). The City and SCDC are referred to herein collectively as the “Parties”.

RECITALS

WHEREAS, on May 5, 2016, the Parties entered into the Compromise Settlement Agreement and Full and Final Release of All Claims (the “Agreement”);

WHEREAS, Paragraph 7 of the Agreement provides, among other things, that the Parties “shall use Commercially Reasonable efforts to reach an acceptable master drainage plan to be executed and approved by the City on or before September 30, 2016”;

WHEREAS, Paragraph 12 of the Agreement provides, among other things, that the Parties “will agree upon and execute on or before September 30, 2016, a Development Incentive Agreement.”;

WHEREAS, on September 20, 2016, the Parties entered into the First Amendment to the Agreement because they required additional time, beyond September 30, 2016, to finalize the master drainage plan and Development Incentive Agreement;

WHEREAS, the First Amendment modified the dates of performance for entering into the master drainage plan and Development Incentive Agreement to December 6, 2016, and November 15, 2016, respectively; and

WHEREAS, the Parties again require additional time, beyond December 6, 2016, and November 15, 2016, to finalize the master drainage plan and Development Incentive Agreement.

SECOND AMENDMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SCDC, intending to be legally bound, agree as follows:

1. The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated in this Second Amendment as fully as though set forth herein.

2. The last sentence of Paragraph 7 of the Agreement is hereby amended to read, “The City and SCDC shall use Commercially Reasonable efforts to reach an acceptable master drainage plan to be executed and approved by the City on or before February 10, 2017.”
3. The first sentence of Paragraph 12 of the Agreement is hereby amended to read, “The City and SCDC will agree upon and execute on or before February 10, 2017, a Development Incentive Agreement.”
4. Except for the modification of the two dates of performance as expressly stated in Section 2 and 3 herein, the provisions of the Agreement are otherwise hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date(s) written below, the latter being the effective date.

CITY:

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTESTED:

By: _____
City Clerk

SCDC:

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,
an Arizona limited liability company

By: AIRFIELD CAPITAL PARTNERS L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: Airfield Management Associates L.L.C., an
Arizona limited liability company
Its: Managing Member

By: TRW Partners LLC,
an Arizona limited liability company Its:
Member

By: West Management Limited Partnership, an
Arizona limited partnership
Its: Managing Member

By: The Richard West Co.,
an Arizona corporation,
Its: General Manager

By: _____
Richard B. West, III,

Date: _____