

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

This THIRD AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS (“Third 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**, on November 15, 2016, the Parties entered into the Second Amendment to the Agreement further modifying the dates of performance for entering into the master drainage and Development Incentive Agreement to February 10, 2017;

**WHEREAS**, the Parties again require additional time, beyond February 10, 2017, [a date which has already passed] to finalize the master drainage plan and Development Incentive Agreement.

**THIRD 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 Third 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 March 29, 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 March 29, 2017, a Development Incentive Agreement.”
4. Paragraph 21 of the Agreement is hereby amended to read, “This Agreement may only be altered, amended, and/or modified in a writing signed by the Parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary the terms of this Agreement. Notwithstanding the foregoing, the dates of performance provided in Paragraphs 7 or 12 of this Agreement may be extended by informal written memorialization by the Parties’ attorneys without formal amendment.”
5. Except for the modification of the two dates of performance as expressly stated in Section 2 and 3 above, and the abbreviated scheme for further extensions of same, if needed, the provisions of the Agreement are otherwise hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Parties have executed this Third 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: \_\_\_\_\_