

FIRST AMENDMENT TO URBAN RENEWAL AGREEMENT FOR DEVELOPMENT OF THE SOUTH NEVADA AVENUE AREA URBAN RENEWAL PLAN AREA

THIS FIRST AMENDMENT TO URBAN RENEWAL AGREEMENT FOR REDEVELOPMENT OF THE SOUTH NEVADA AVENUE AREA URBAN RENEWAL PLAN AREA ("Amendment") is made effective as of January 27, 2016 by and among the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "CSURA"), and EVC-HD SOUTH NEVADA, LLC (the "Developer"), a Colorado limited liability company (CSURA and Developer hereinafter collectively referred to as the "Parties"), on the following terms and conditions.

RECITALS

WHEREAS, CSURA and Developer are parties to that certain Urban Renewal Agreement for Development of the South Nevada Avenue Area Urban Renewal Plan Area dated as of December 16, 2015 (the "Agreement");

WHEREAS, Section 4 of the Agreement contemplates that Developer may submit, on or before March 31, 2016, among other things, a more detailed list of Reimbursable Project Costs (as defined in the Agreement) to be agreed by the Parties; and

WHEREAS, as contemplated by and in accordance with the terms of the Agreement, the Parties desire to amend the Agreement to include a more detailed list of Reimbursable Project Costs as Exhibit B to the Agreement on the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Exhibit B. The Agreement is hereby amended by deleting Exhibit B attached thereto, the preliminary list of Public Improvements and Reimbursable Project Costs, and substituting therefor the more detailed list of Public Improvements and Reimbursable Project Costs attached hereto as the updated and clarified Exhibit B to the Agreement.

2. Miscellaneous Provisions.

(a) Entire Agreement; Binding Effect. The Agreement, as amended by this Amendment, contains the entire understanding of the parties hereto with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof. All the terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All Recitals at the beginning of this Amendment are incorporated herein by this reference.

(b) Counterparts. This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such

counterparts shall together constitute but one and the same instrument. This Amendment may be transmitted by facsimile or electronic mail, and facsimile or pdf signatures shall constitute original signatures for all applicable purposes.

(c) No Other Modification. Except as expressly modified by this Amendment, the terms, provisions, covenants and conditions of the Agreement shall remain unchanged and are hereby ratified and confirmed as being in full force and effect.

(d) Time of the Essence. Time is of the essence in this Amendment.


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

(f) Further Assurances. The Parties shall each cooperate with each other to take all additional actions and execute and deliver all additional documents necessary or desirable to effectuate the provisions and spirit of this Amendment.

[SIGNATURE PAGE FOLLOWS]

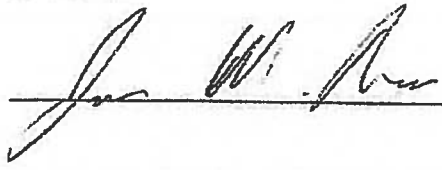
IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed as of the day first above written.

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

By: 

Wynne Palermo, Chair

ATTEST:



EVC-HD SOUTH NEVADA, LLC

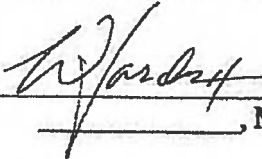
By: 
_____, Manager

Exhibit B

Public Improvements and Reimbursable Project Costs

EXHIBIT B

EVC-HD Colorado Springs, LLC

15-Dec-15

ELIGIBLE PUBLIC IMPROVEMENTS

Cost Estimate

1	Power Lines relocation and burial	\$295,000
2	Sidewalks street frontage, trail connections	\$115,000
3	Curb and Gutter new and replacement	\$127,500
4	Landscaping	\$412,500
5	Utilities water, sewer, fire, internet, electric, gas, phone, cable, etc.	\$289,476
6	Demolition	\$345,000
7	Lighting street, park, trail	\$125,000
8	Drainage/Creek Improvements	\$154,458
9	Soft Costs: Design/Engineering, Permits, Fees	\$184,000
10	Excess Acquisition Costs (above \$12 per SF)	\$1,997,976
11	Contingencies - off site, enviro mediation import materials	\$85,090
		<hr/>
		\$4,131,000

Maximum Reimbursement for Eligible Public Improvements

\$4,131,000

Regardless of the overall cost of the above Eligible Public Improvements, the maximum reimbursement from the District and CSURA shall not exceed \$4,131,000, plus (1) bond requirements and accrued interest (if applicable), and (2) commercially reasonable interest costs associated with Developer's financing of the Eligible Improvements from the date the eligible costs are incurred until reimbursed (currently estimated at 8.0% per annum.). Cost savings in any line item on the list of Eligible Public Improvements may be applied to cost overruns in any other line item.

In order to be eligible for reimbursement from CSURA, Eligible Costs must be certified in accordance with Exhibit C.