

When recorded, return to:
Stoneridge Partners, LLC
4222 E. Camelback Road, Suite H100
Phoenix, Arizona 85018

Reference: Book 3794, Page 237

**AMENDMENT NO. 1 TO
RESTATED DEVELOPMENT AGREEMENT**

This Amendment No. 1 To Restated Development Agreement (“**Amendment**”) is entered into to be effective as of _____, 2011 by and among the Town of Prescott Valley, a municipal corporation of Arizona (“**Town**”), First American Title Insurance Company, a California corporation, successor by merger to First American Title Insurance Agency, Inc., an Arizona corporation, successor by merger to First American Title Insurance Agency of Yavapai, Inc., an Arizona corporation, as trustee under Trust No. 4579, and not personally (“**Trustee**”), and Stoneridge Partners, LLC, an Arizona limited liability company (“**SRP**”).

RECITALS

- A. The Town, Trustee and Suncor Development Company, an Arizona corporation (“**SunCor**”), are parties to that certain Restated Development Agreement dated July 1, 2000, and recorded in Book 3794, Page 237, Official Records of Yavapai County, Arizona (the “**Development Agreement**”).
- B. SunCor and SRP are among the parties to that certain Purchase and Sale Agreement dated _____, 2011 (as amended from time to time, the “**Purchase Agreement**”), whereby SunCor has agreed to sell to SRP, and SRP has agreed to purchase from SunCor, the assets of SunCor (and the other Seller-parties to the Purchase Agreement) related to the master-planned community known as StoneRidge, including but not limited to all of SunCor’s interest in the Development Agreement, pursuant to an assignment and assumption of the Development Agreement, in which SunCor assigns and transfers to SRP all of SunCor’s right, title, interest in and under the Development Agreement and SRP assumes all of SunCor’s obligations under the Development Agreement arising from and after a closing under the Purchase Agreement (the “**Assignment of Development Agreement**”).
- C. Pursuant to Section 1 of the Development Agreement, the term of the Development Agreement expires on June 30, 2014.

D. The parties desire to extend the term of the Development Agreement to June 30, 2030, subject to the recordation of the Assignment of Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to the recordation of the Assignment of Development Agreement in the Official Records of Yavapai County, Arizona (the “**Condition Precedent**”), the term of the Development Agreement is hereby extended to June 30, 2030. In the event the foregoing Condition Precedent is not satisfied, then this Amendment shall be of no force or effect.

2. The Town acknowledges and agrees that in the event any Utilities District Plans and Petitions are submitted by SRP, as described in Section 5 of the Development Agreement, then the composition and experience of SRP, and the financial condition of SRP would satisfy the criteria set forth in subsections (c) and (d) of Section 5 for the Town’s approval of creation of a District(s) pursuant to such Utilities District Plans and Petitions.

3. Section 10 is hereby amended to replace the addresses of the Developers with the following:

Developers: Stoneridge Partners, LLC
Attn: William I. Brownlee
4222 E. Camelback Road, Suite H100
Phoenix, Arizona 85018

First American Title Insurance Company,
as trustee under Trust No. 4579
P.O. Box 52023
Phoenix, AZ 85072

With a copy to: Gregory W. Huber, P.C.
3031 Dollar Mark Way, Suite A
Prescott, AZ 86305

4. The Town represents and warrants to SRP that as of the effective date of this Amendment (i) the Development Agreement is in full force and effect and is valid and enforceable in accordance with its terms; and (ii) each person or entity that is a party to or bound by the Development Agreement is in material compliance with all applicable terms and requirements thereof.

5. Except as specifically amended hereby (subject to the satisfaction of the Condition Precedent), the Development Agreement shall remain in full force and effect in accordance with its original terms. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

6. This document may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first appearing above.

(signatures begin on next page)

STONERIDGE PARTNERS, LLC, an Arizona limited liability company

By: M3 Builders, L.L.C., an Arizona limited liability company, its manager

By: The M3 Companies, L.L.C., an Arizona limited liability company, its sole member

By: _____
William I. Brownlee, its manager

By: _____
W. Scott Schirmer, its manager

TOWN OF PRESCOTT VALLEY, ARIZONA, a municipal corporation of Arizona

By: _____
Name: _____
Its: _____

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation,
successor by merger to First American Title Insurance Agency, Inc.,
an Arizona corporation, successor by merger to First American Title
Insurance Agency of Yavapai, Inc., an Arizona corporation, as Trustee under
Trust No. 4579, and not personally

BY: _____
Simin Berry, Senior Trust Officer

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by William I. Brownlee, Manager of The M3 Companies, L.L.C., sole Member of M3 Builders, L.L.C., Manager of STONERIDGE PARTNERS, LLC, for and on behalf thereof.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by W. Scott Schirmer, Manager of The M3 Companies, L.L.C., sole Member of M3 Builders, L.L.C., Manager of STONERIDGE PARTNERS, LLC, for and on behalf thereof.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of the TOWN OF PRESCOTT VALLEY, ARIZONA, a municipal corporation of Arizona, for and on behalf thereof.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of the First American Title Insurance Company, a California corporation, as trustee under Trust No. 4579, for and on behalf thereof.

Notary Public

My commission expires:
