

**SECOND AMENDMENT TO
LAND DISPOSITION AND DEVELOPMENT AGREEMENT
(Block 10, Vancouver, Washington)**

Between: **City of Vancouver,** “City”
a Washington municipal corporation

And: **Holland Acquisition Co., LLC,** “Holland”
a Washington limited liability company

Effective Date: _____, 2020

Background

A. Whereas, City and Holland entered into a Land Disposition and Development Agreement (Block 10, Vancouver, Washington) dated as of October 25, 2019 as amended by a First Amendment to Land Disposition and Development Agreement dated December 16, 2019 (collectively the “Agreement”) for the development of the real property commonly known as Block 10 bounded by Washington, Columbia, West 8th and West 9th Streets in the City of Vancouver, Washington, as more particularly described in the Agreement. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement.

B. Whereas, on January 27, 2020, Holland unconditionally waived Lessee’s Due Diligence Contingency under Section 2.5(b) of the Agreement.

C. Whereas, Holland has requested additional time to arrange equity and debt financing to fund the Project.

D. Whereas, the City is amenable to extending the Closing Date in light of the waiver of the Lessee’s Due Diligence Contingency and the progress made to date in the Project.

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

Agreement

1. Closing Date. The parties agree to extend the Closing Date as defined in the Agreement. The definition of “Closing Date” in Section 1.1(e) of the Agreement as amended by the First Amendment is deleted and replaced with the following: “Closing Date” means the date of recording of the ground lease or memorandum of ground lease but in no event later than May 31, 2020. Lessee shall provide no less than five (5) days prior written notice of the Closing Date. Nothing herein shall extend the time for Lessee’s satisfaction of the goals and deadlines as set forth in the Schedule of Performance in the Agreement and the Ground Lease.

2. Affirmation. The Agreement as amended is affirmed and is in full force and effect. Each party hereby certifies that the other party is not in breach or default under the Agreement, and to each party's actual knowledge (without any duty of investigation or inquiry) no event has occurred nor does any condition currently exist, which with notice and/or the expiration of any applicable cure period, would constitute a breach or default by the other party under the Agreement or entitle the other party to terminate the Agreement.

3. Counterparts. This Amendment may be signed in one or more counterparts, and by electronic mail transmission, and each counterpart and electronic mail copy so signed shall be deemed an original hereof.

[Signature Page Follows]

**SIGNATURE PAGE TO SECOND AMENDMENT TO
LAND DISPOSITION AND DEVELOPMENT AGREEMENT**

The City of Vancouver,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

Holland Acquisition Co., LLC,
a Washington limited liability company,

By: Holland Partner Group Management, Inc.,
a Delaware corporation,
its Manager

By: _____
Clyde P. Holland, Jr.,
Chairman and CEO

By: _____
Clyde P. Holland, Jr.,
Chairman and CEO