

AGREEMENT FOR PURCHASE AND SALE

For reference, this Agreement for Purchase and Sale (this "**Agreement**") is dated January 29, 2016. The parties to this Agreement are **Rio Nuevo Multipurpose Facilities District**, a special taxing district of the State of Arizona, or nominee ("**Buyer**") and **Broadway Euclid, L.L.C.**, an Arizona limited liability company ("**Seller**").

RECITALS

A. Seller owns certain real property generally described as 801 E. 12th Street, Tucson Arizona 85719, consisting of approximately 46,107 square feet as more particularly described on the legal description attached hereto as Exhibit A (the "**Property**").

B. Buyer desires to purchase and Seller desires to sell the Property as generally set forth in the Salient Business Terms of Proposed Purchase dated December 15, 2015 ("**Term Sheet**") (Exhibit B).

C. Consistent with the Term Sheet, the Buyer and Seller (collectively "**Parties**" and individually "**Party**") desire to and have entered into this Agreement.

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

AGREEMENT

1. **Incorporation and Representation.** The foregoing Recitals are hereby incorporated into this Agreement's section by this reference as if set forth in full, and each of the Parties represents that such Recitals are true and accurate to the best of each signatory's knowledge, information and belief after inquiry.

2. **Purchase and Sale.** Upon the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property, which shall include:

(A) All related common area tracts and elements, together with all improvements, rights, privileges, easements, entitlements, appurtenances, escrows and other rights arising from or appertaining thereto, including all mineral rights and estates located thereunder or thereon;

(B) Any related development rights, declarant rights and obligations, including all rights and obligations as the Owner of Parcel C (being the Property) as defined and provided in that certain Restated Declaration of Easements, Covenants, Conditions and Restrictions dated December 9, 2002, recorded as Sequence No. 20022371628 on December 10, 2002 in the records of Pima County, Arizona (the "**Declaration**"), entitlement rights, approvals and privileges, and all such other governmental approvals, entitlements and permits, and all engineering plans, surveys, plats and site plans related to the Property;

(C) All warranties and guarantees with respect to any improvements made to or for the benefit of the Property by or on behalf of Seller;

(D) Any and all service or similar contracts relating to the Property, but shall expressly exclude brokerage, listing and property management agreements, all of which shall be terminated as of the Closing (defined below), all of Seller's right, title and interest in and to all tax and assessment protest actions, and claims to seek reductions in the valuation of the Property for property tax purposes, and rights to prosecute same, for any period after the Closing, including, without limitation, all of Seller's right, title and interest in and to all tax and assessment refunds or rebates now or hereafter payable for any period prior to or after the Closing, and those leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Property.

3. **Purchase Price.** The "**Purchase Price**" which Buyer agrees to pay and Seller agrees to accept for the Property is Five Hundred Seventy-Five Thousand (\$575,000) Dollars. Payment of the Purchase Price shall be made as follows:

(A) **Earnest Money Deposit.** Upon the full execution of this Agreement, Buyer shall deposit with Title Security Agency, LLC (Janice Saunders as the "**Escrow Agent**") at 1880 E. River Road in Tucson, Arizona 85718 (the "**Title Company**"), as escrow holder, an earnest money deposit of Twenty Thousand (\$20,000.00) Dollars (the "**Earnest Money Deposit**"). The Earnest Money Deposit will be held in escrow (the "**Escrow**") by the Title Company in an interest-bearing account. Any interest earned on the Earnest Money Deposit shall be considered part of the Earnest Money Deposit. Except as otherwise specifically provided in this Agreement, the Earnest Money Deposit shall be paid to Seller and applied to the Purchase Price at Closing (defined below).

(B) **Balance of Purchase Price.** The balance of the Purchase Price, which shall consist of the sum of Five Hundred Fifty-Five Thousand Dollars (\$555,000.00) ("**Remaining Purchase Price**"), after the application of any necessary credits or adjustments as provided herein from the Earnest Money Deposit, plus any closing fees and costs, shall be due and payable at or prior to Closing (defined below).

4. **Closing Date.**

(A) Unless otherwise provided herein, the Closing of this transaction shall occur within thirty (30) days after the Buyer's Board of Directors ("**Board**") approves the removal and/or waiver of the Contingencies as provided herein ("**Closing Date**"). The Closing shall be a customary escrow closing and as outlined in Paragraph 10 below.

(B) The Board shall consider the removal and/or waiver of the Contingencies at its first regularly scheduled meeting after the expiration of the Title Review Period and Contingency Period (each defined below).

5. **Escrow.**

(A) Buyer shall open the Escrow to consummate the sale of the Property at the Title Company within three (3) business days following the execution and delivery of this Agreement by both Seller and Buyer ("**Opening of Escrow**"). All items and documents requested by the Title Company in order to cause Escrow to close, as contemplated by this Agreement, shall be delivered to the Title Company on or prior to the Closing. The Close of Escrow shall occur, the Property shall be conveyed to Buyer, and the Purchase Price shall be delivered to Seller on the Closing Date (the "**COE**" or "**Closing**").

(B) Escrow Agent shall give Seller and Buyer written notice of the Opening of Escrow. This Agreement shall constitute escrow instructions and a copy shall be deposited with Escrow Agent for such purpose. Any standard form escrow instructions required by Escrow Agent shall be construed as applying principally to Escrow Agent's employment. If there are conflicts between the terms of this Agreement and any standard form escrow instructions required by Escrow Agent, the terms of this Agreement shall control. Any provisions in any standard form escrow instructions required by Escrow Agent pertaining to the procedure for cancellation are superseded by this Agreement and any provisions indemnifying Escrow Agent for its negligence or misconduct or giving a broker or other third party any interest in the Escrow are hereby deleted.

6. **Title Commitment.**

(A) Within seven (7) days of the Opening of Escrow, the Title Company shall issue and deliver to Buyer a preliminary title commitment for the Property, as well as copies of all instruments referred to therein, including all deeds, easements or other instruments which provide for access to the Property (collectively the "**Title Commitment**"). The Title Commitment shall be an irrevocable commitment by Title Company to issue the Title Policy (defined below) subject to the satisfaction of the requirements contained in the Title Commitment.

(B) The Buyer shall have twenty (20) days after receipt of the Title Commitment to object either to any exceptions or requirements contained in the Title Commitment or to matters identified on the ALTA/ACSM survey of the Property ("**Survey**") commissioned by Buyer at its sole cost and expense ("**Title Issues**"). In the event of such objection, the Seller shall have fifteen (15) days after receipt of Buyer's notice of the Title Issues to review and evaluate the Title Issues and give written notice to Buyer whether or not Seller will cure or cause to be removed the objected to matter ("**Title Review Period**"). If the initial Title Commitment is updated and/or amended by any new exception(s) or requirement(s) (by endorsement, amendment, or otherwise) that the Buyer deems to be adverse to Buyer's anticipated title ("**Amended Title Commitment**"), the Title Review Period will be extended by three (3) days following Buyer's receipt of the Amended Title Commitment (including the best available copies of all new exceptions) to notify Seller in writing of Buyer's objections to any new exceptions ("**Extended Title Review Period**"). If Buyer timely objects to any matter disclosed in an Amended Title Commitment, Seller may give written notice to Buyer within three (3) days after receipt of the new objections as to whether or not Seller will cure or cause to be removed an objected to matter. If Seller timely gives Buyer written notice that Seller will not cure or cause

to be removed the objected to matter (or if Seller fails to provide any written notice within the applicable response period), then Buyer shall have three (3) days after receipt of such written notice (or, in the case of no written notice, three (3) days after the expiration of Seller's applicable response period) within which to terminate this Agreement and receive a refund of the Earnest Money Deposit. If the Buyer fails to timely terminate this Agreement under this provision, the Title Review Period and the Extended Title Review Period shall expire.

(C) In the event that the exceptions are not resolved to the reasonable satisfaction of the Buyer prior to expiration of the Title Review Period and the Extended Title Review Period, this Agreement may be canceled, in which event the Earnest Money Deposit shall be returned to the Buyer.

(D) Buyer and Seller hereby agree and acknowledge that electronic delivery of the Title Commitment and any Amended Title Commitments by Escrow Agent (whether in the form of an attachment to electronic mail or in the form of a link to a website where the Title Commitment or Amended Title Commitment can be downloaded) is an acceptable form of delivery, and the Title Commitment or Amended Title Commitment shall be deemed delivered on the day it is electronically transmitted to and received by Buyer and Seller.

(E) Buyer shall have until the expiration of the Title Review Period, as may be extended, to review and approve the matters shown on the Title Commitment and the Survey. If, following the expiration of the Title Review Period, but prior to Closing, Escrow Agent updates, adds to, or amends Schedule B of the Title Commitment or adds a new requirement (by endorsement, amendment, or otherwise) that the Buyer deems to be adverse title, Buyer shall have three (3) days following its receipt of the amended version of the Title Commitment (including the best available copies of all new exceptions) to notify Seller in writing of Buyer's objections to any new exception.) If Buyer timely objects to any matter disclosed by any Title Commitment, Seller may give written notice to Buyer within three (3) days after receipt of the objection as to whether or not Seller will cure or cause to be removed the objected to matter. If Seller timely gives Buyer written notice that Seller will not cure or cause to be removed the objected to matter (or if Seller fails to provide any written notice within such three (3) day response period), then Buyer shall have three (3) days after receipt of such written notice (or, in the case of no written notice, three (3) days after the expiration of Seller's three (3) day response period) within which to terminate this Agreement and receive a refund of the Earnest Money Deposit. If Seller timely gives Buyer written notice that Seller will cure or cause to be removed the objected to matter, Seller shall have until the Closing to cure or cause to be removed the objected to matter.

(F) Notwithstanding anything mentioned herein to the contrary, on or before the Closing, Seller shall satisfy and remove all voluntary monetary liens from the Property and Seller shall cure and cause to be removed all exceptions for rights of parties or entities in possession (other than pursuant to recorded documents affecting the Property) or parties or entities holding lease or option rights and all exceptions for any Lis Pendens or similar recordings against the Property (the "**Unaccepted Exceptions**"), and Buyer need not expressly object to any such Unaccepted Exceptions as may be disclosed on the Title Commitment or any amendment thereto such that the Unaccepted Exceptions shall not be deemed Permitted Exceptions.

(G) As used in this Agreement, the term "**Permitted Exceptions**" shall collectively mean the exceptions to title reflected in the Title Commitment or any amendment thereto which are approved (or deemed approved) by Buyer pursuant to this section, but not the Unaccepted Exceptions.

7. **Contingencies/Due Diligence Period.** Buyer shall have sixty (60) days after the Opening of Escrow (the "**Contingency Period**") to enter upon the Property to conduct such due diligence and feasibility review inspections as Buyer, in its sole and absolute discretion, may wish to conduct in order to investigate the feasibility of Buyer's intended use of the Property.

(A) The inspections during the Contingency Period may include non-invasive Phase I environmental inspections of the Property and such invasive inspections as reasonably necessary in order for a soils report for the Property to be generated, but no Phase II environmental inspections or other invasive inspections shall be performed without the prior written consent of Seller, which consent may not be unreasonably withheld, conditioned or delayed if such further inspections are reasonably necessary as a result of findings from any non-invasive Phase I environmental inspections of the Property or such invasive inspections as reasonably necessary in order for a soils report for the Property to be generated. Buyer shall return the Property to substantially the same condition in which it was prior to the time of such entry, and any entry by Buyer onto the Property shall be subject to and conducted in accordance with all applicable laws, and all work performed shall be performed without cost or expense to Seller. Buyer shall indemnify, protect, defend and hold Seller (and its members, managers, employees and representatives) harmless from and against any and all claims (including, without limitation, claims for mechanics' liens or materialmen's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) in connection with or arising out of any inspections carried on by or on behalf of Buyer pursuant to the terms of this Agreement. Notwithstanding the foregoing, the indemnity, protection, defense and hold harmless obligations in this paragraph shall not apply to: (a) any loss, liability, cost or expense to the extent arising from or related to the acts or omissions of Seller; (b) any adverse condition or defect, latent or otherwise, on or affecting the Property to the extent not caused by Buyer or its agents or independent contractors, but merely discovered during the course of Buyer's inspection of the Property, including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any hazardous substance); (c) the release or spread of any hazardous substance on or under the Property to the extent not caused by Buyer or its agents or independent contractors, but merely discovered on or under the Property during the course of Buyer's inspection of the Property; (d) the results or findings of any inspection of the Property; (e) Buyer's election to terminate this Agreement as a result of any inspection of the Property pursuant to this Agreement; and/or (f) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its inspection of the Property. If this Agreement is terminated for any reason, the Buyer shall repair any damage to the Property caused by its entry thereon and restore the Property to the same to the condition in which it existed prior to such entry. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

(B) Notwithstanding anything to the contrary in this Agreement, at any time on or before the expiration of the Contingency Period, Buyer shall have the right, at Buyer's sole

and absolute discretion, to terminate this Agreement for any reason by delivering written notice of termination to Seller and Escrow Agent. If Buyer does not terminate this Agreement in accordance with the foregoing on or before the expiration of the Contingency Period, then Buyer shall be deemed to have elected not to cancel the Agreement under this provision and the transaction will continue. If Buyer gives written notice of termination to Seller and Escrow Agent on or before the expiration of the Contingency Period, Escrow Agent shall immediately return the Earnest Money Deposit to Buyer, and Seller and Buyer shall have no further obligations under this Agreement except for those obligations which expressly survive termination.

8. **Title Policy.** At the COE, Seller shall convey to Buyer fee title to the Property by the recordation of a Special Warranty Deed ("**Deed**") in the form of **Exhibit C** hereto, insured by a standard ALTA owner's policy of title insurance (the "**Title Policy**") issued by the Title Company in the amount of the Purchase Price, showing fee title to the Property vested in the Buyer, subject only to the Permitted Exceptions reflected on Schedule B to the Title Commitment. The Title Policy shall be in the form used by the Title Company as of the Closing Date. Seller shall pay the premium associated with a standard owner's title policy, and Buyer shall be responsible for any additional costs for an extended owner's policy and any endorsements requested by Buyer including without limitation the Buyer's Survey of the Property.

9. **Conditions to Closing.**

(A) The Closing and Buyer's obligations related thereto are subject to the satisfaction, not later than the date of the Closing, of the following conditions (unless an earlier date is specified in this Agreement) (collectively, the "**Closing Conditions**"):

(1) Seller's representations and warranties set forth in this Agreement are true, complete and correct;

(2) Seller has performed all of its obligations to be performed hereunder;

(3) Escrow Agent is unconditionally committed to issue to Buyer the Title Policy for the Property; and

(4) There are no material adverse changes in the condition of or affecting the Property (which are not due to Buyer's or Buyer's agents' acts or omissions) since the expiration of the Contingency Period.

(B) In the event any of the conditions set forth in Paragraph 9(A) have not been waived or fulfilled as of the Closing and such failure is not due to the actions or inactions of Buyer, Buyer may terminate this Agreement and receive a refund of the Earnest Money Deposit by providing written notice of such termination to Seller and Escrow Agent.

10. **Closing.** At the Closing:

(A) Seller shall convey title to the Property to Buyer by the Deed and an Assignment of Declarant's Rights in the form of **Exhibit D** hereto.

(B) Buyer and Seller shall each deliver to Escrow Agent any and all forms that may be reasonably necessary to consummate this transaction in accordance with the terms of this Agreement.

(C) Seller and Buyer each agree to pay one-half (1/2) of the Escrow charges. Seller and Buyer shall each pay and be solely responsible for their respective legal and professional fees and fees of other consultants. By executing this Agreement, Escrow Agent agrees that, if the Closing does not occur for any reason, neither Seller nor Buyer shall be responsible to Escrow Agent for any fees, charges or expenses relating to the Escrow, except charges for out-of-pocket costs incurred by Escrow Agent for overnight courier or express mail services which shall be paid by the party requesting such services.

(D) Seller shall pay all delinquent real property taxes, fees, irrigation assessments, improvement lien assessments and other special assessments for the Property (as applicable), and any transfer fees and/or statement fees and/or other similar fees due and payable to any applicable property management company in connection with the transfer of the Property from Seller to Buyer as contemplated under this Agreement. Non-delinquent real property taxes, fees, irrigation assessments, improvement lien assessments and other special assessments, either existing or proposed, shall be prorated in the Escrow as of the Closing based upon the latest available information.

(E) All other costs and expenses of a Closing shall be allocated between Seller and Buyer in accordance with the customary practice of Pima County, Arizona.

11. **Representations, Warranties and Covenants.**

(A) **Seller's Representations and Warranties.** The Seller represents, warrants and covenants to Buyer as of the date of this Agreement and as of Closing as follows:

(1) Seller has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein and all necessary action has been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Seller of the covenants and obligations to be performed and carried out by it hereunder.

(2) Seller is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(3) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are

pending or to Seller's actual knowledge without inquiry threatened against Seller, nor are any of such proceedings contemplated by Seller.

(4) To Seller's actual knowledge without inquiry there does not exist any current violations of any laws, statutes, ordinances, regulations, including but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety engineering codes, and the rules and regulations of any governmental authority having jurisdiction over the Property, or existing, pending or anticipated litigation or other claim, action, suit or proceeding involving the Property. During the term of this Agreement, Seller shall comply with any and all covenants, conditions, restrictions, laws, statutes, rules, regulations, ordinances, and notices given by any approving authority applicable to the Property and shall maintain the Property in its present state of repair and in substantially the same condition as of the date of this Agreement.

(5) After inquiry, to Seller's actual knowledge and except as set forth in the Title Commitment, or any amendment thereto, or the Survey there are no leases, tenancies, options, rights of first refusal, licenses, or other agreements applicable to or affecting the Property, no third party has any right to utilize or possess the Property, there are no adverse parties in possession of any portion of the Property, and there are no encroachments by Seller on the property of others or others on the Property.

(6) To Seller's actual knowledge without inquiry, neither Seller nor any third party has used, generated, manufactured, stored or disposed of any hazardous substances (however defined under any local, state or federal statutes or laws), wastes, petroleum products or pollutants in, at, on, under or about the Property, and Seller has received no notice of any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal or clean-up of hazardous substances.

(7) To Seller's actual knowledge without inquiry, (a) there is not now, nor has there ever been, on or in the Property underground storage tanks or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment, and (b) no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon any of the Property. Seller shall not use, manufacture, generate, store or dispose of any hazardous substances, wastes, petroleum products or pollutants in, at, on, under or about the Property.

(8) Except for any matters of record, to Seller's actual knowledge without inquiry, there are no commitments or agreements which would require Buyer to pay any money or perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer.

(9) To Seller's actual knowledge without inquiry, there are no assessments that are liens against the Property other than as disclosed in the Title Commitment, or any amendment thereto, and no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future, and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(10) Neither Seller, nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents are, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(B) **Buyer's Representations and Warranties.** Buyer represents, warrants and covenants to Seller as of the date of this Agreement, and, upon the Closing, Buyer shall be deemed to represent, warrant and covenant, as follows:

(1) Buyer has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein and all necessary action has been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Buyer of the covenants and obligations to be performed and carried out by it hereunder.

(2) Buyer is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(3) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against Buyer, nor are any of such proceedings contemplated by Buyer.

(C) The foregoing representations and warranties shall be true and correct from the date hereof to the Closing, shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by each Party as of the date and time of the Closing, and shall survive the Closing for one (1) year and shall not be merged upon delivery of the Deed, and shall inure to the benefit of and be enforceable by each Party, its successors and assigns. In the event a Party becomes aware that any representation or warranty is untrue, inaccurate or incorrect, or that any of the foregoing covenants has been breached, such Party shall deliver written notice thereof to the other Party within forty-eight (48) hours of obtaining such knowledge (but, in any event, prior to the Closing).

12. **Brokers and Commissions.**

(A) As and for the only "**Commission**" to be paid in connection with this transaction, Seller shall pay a fee of six (6%) percent of the Purchase Price, which Commission shall be shared equally by the Seller's representative PICOR Commercial Real Estate Services, Inc. and Buyer's representative CBRE, Inc. The Commission shall be paid out of Escrow at the Closing.

(B) The parties acknowledge that Buyer's Board Members Mark Irvin and Chris Sheafe are licensed Real Estate Brokers in the State of Arizona. Neither Mr. Irvin nor Mr. Sheafe will be receiving any portion of the Commission nor will they receive any other compensation under the terms of this Agreement. Buyer acknowledges that Seller and/or Seller's principals, employees or affiliates are (or may be) licensed real estate brokers or salespersons in the State of Arizona.

(C) Other than as set forth above, Buyer and Seller warrant that they have not dealt with any broker in connection with this transaction. If any person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the Party under whom the finder or broker is claiming shall indemnify, defend and hold the other Party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the Closing or the cancellation of this Agreement.

13. **Condemnation/Damages.** If, at any time between the making of this Agreement and the Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose, or any improvements located on the Property are damaged or destroyed by whatever cause, then Buyer may, as Buyer's only remedy, elect to either: (a) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately refunded to Buyer and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination; or (b) collect all proceeds (or take an assignment from Seller of such proceeds) from any condemnation or from any insurance policies insuring the improvements located on the Property from damage or destruction and have the terms of this Agreement remain in full force and effect and binding on the parties hereto, without any adjustment of the Earnest Money Deposit or the Remaining Purchase Price, as applicable.

14. **Defaults.**

(A) Default by Buyer. If Buyer defaults hereunder for any reason except as a result of Seller's breach or default hereunder, including any default asserted as to a failure to timely close this transaction, which default is not cured within seven (7) days after Seller's delivery of written notice to Buyer specifying the nature of the default, Seller shall, as its sole remedy, be entitled to the Deposit as liquidated damages for such breach, it being hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Deposit constitutes a reasonable estimation of the amount of such damages for such breach under the circumstances existing at the time this Agreement is entered into, and is intended not as a penalty, but as full liquidated damages. Upon Escrow Agent's delivery to Seller of the Deposit, this Agreement shall be deemed terminated and the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. Without limiting the foregoing, Buyer shall have no other liability in the event Buyer defaults or fails to perform hereunder and any and all other legal or equitable rights or remedies which Seller may have against Buyer as a result of Buyer's default being hereby waived.

(B) Default by Seller. If Seller defaults hereunder for any reason except as a result of Buyer's breach or default hereunder, which default is not cured within seven (7) days after Buyer's delivery of written notice to Seller, including any default asserted as to a failure to timely close this transaction, then the Deposit shall be immediately returned to Buyer and at Buyer's option: (a) Buyer may terminate this transaction by giving written notice to Seller and Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination; or (b) Buyer shall be entitled to file suit for specific performance of the terms and provisions of this Agreement within sixty (60) days after the occurrence of the default.

(C) Indemnities Not Affected. Notwithstanding the limitation of remedies set forth above, nothing herein shall limit or modify the Parties' respective indemnity obligations under this Agreement.

15. Construction.

(A) The captions or headings of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision herein.

(B) In the event there is any conflict between this Agreement and the Term Sheet, the terms of this Agreement shall prevail.

(C) This Agreement is a result of negotiations between the Parties; therefore, this Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared it.

16. Assignment.

(A) Except as provided herein, neither Seller nor Buyer shall assign its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(B) Buyer may, without Seller's consent, unilaterally assign it rights provided that any such assignment by Buyer shall not relieve Buyer of any obligations under this Agreement or impose upon Seller any additional obligations.

17. Notices. All notices, statements, demands, requests, or consents given hereunder by any Party to another Party shall be in writing and shall be personally delivered, sent by facsimile or other electronic means (including pdf or electronic mail), overnight courier service, or United States mail, and addressed to the parties as follows:

Seller:

BROADWAY EUCLID, L.L.C.
Attn: Toufic Abi-Aad
20 E. Congress, Suite 300
Tucson, AZ 85701
Facsimile: (520) 323-5630

Email: tabiaad@bourncompanies.com

With required copy to:

MENDELSON OSERAN & SPENCER, PLC
Attn: GinaMarie K. Spencer
2525 E. Broadway Blvd., Suite 201
Tucson, AZ 85716
Facsimile: (520) 323-6614
Email: gspencer@moslawyers.com

Purchaser:

RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT
Attn: Chairman Fletcher McCusker
400 W. Congress, Suite 152
Tucson, AZ 85701
E-mail: fjmccusker@sinfoniahealth.com

With required copy to:

Mark Collins
Gust Rosenfeld P.L.C.
One S. Church Avenue, Suite 1900
Tucson, AZ 85701-1627
Facsimile: (520) 628-7070
E-mail: mcollins@gustlaw.com

or to such other or additional address as a Party may have furnished to any other Party by written notice as a place for the service of notice. Notices shall be deemed received upon delivery, except mailed notices shall be deemed to have been received five (5) days after deposit in the United States mail, postage prepaid and except electronic notices shall be deemed received on the next business day if delivered after 5:00 p.m. local time.

18. **Choice of Law.** This Agreement, its application and interpretation, and all rights and obligations of the parties hereunder, shall be governed by and construed exclusively in accordance with the laws of the State of Arizona, excluding any choice of law rules which would apply the laws of another jurisdiction.

19. **Arbitration and Choice of Forum.** Any disputes regarding this Agreement shall be arbitrated in Tucson, Arizona, pursuant to the provisions of A.R.S. §12-3001, et seq. Any equitable proceedings shall be exclusively resolved in the Arizona Superior Court, Pima County, Arizona, located in Tucson, Arizona. Each Party consents to arbitration and, to the extent needed, the exclusive jurisdiction of such courts, and agrees not to bring any action under this Agreement except in Tucson, Arizona.

20. **Additional Documents.** Each of the Parties shall make, execute and deliver all such documents and perform all such acts from time to time, prior to and following the consummation of this Agreement, to carry out the full intent and purpose of this Agreement.

21. **Time of the Essence.** Time is of the essence with respect to all provisions contained in this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been timely and validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona, and the successive periods shall be deemed extended accordingly.

22. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same effect as the original. The invalidity or unenforceability of any provision shall not affect the enforceability of the remainder of this Agreement, unless such invalidity or unenforceability would materially alter the consideration due a party, in which event the affected party may elect to rescind this Agreement.

23. **Entire Agreement.** This Agreement, along with the Exhibits, constitute the entire agreement between and reflect the reasonable expectations of the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are merged herein and/or expressly declared void and are superseded by this Agreement and the Exhibits. No change, addition or modification shall be made to this Agreement except by a written agreement executed by the Party intended to be bound thereby.

24. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart shall be deemed an original and all taken together shall constitute one and the same instrument. If executed in counterparts, the counterpart signature pages may all be attached to one document, which shall then constitute the original signed document. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective, only on the complete execution and delivery of this Agreement by all the Parties. This Agreement may be executed and delivered by facsimile copies or other electronic means (including pdf) showing the signatures thereto. The facsimile copies or other electronic copies showing the signatures of any of the Parties shall constitute originally signed documents requiring no further execution.

25. **Terms.** Unless the context requires otherwise, words denoting the singular shall be construed as including the plural, and words in the plural shall be construed as including the singular. Words of one gender shall be construed as including another gender or neuter, if appropriate within the context. The word "person" or "party" shall include a natural person, corporation, firm, partnership, limited liability company, proprietorship, trust, or any other entity.

26. **No Third-Party Beneficiary.** No third-party shall be entitled to rely upon, benefit from or enforce the terms of this Agreement.

27. **Conflict of Interest.** This Agreement is subject to A.R.S. §§ 38-501 through 38-511, relating to conflicts of interest, the pertinent provisions of which are incorporated into this Agreement by this reference.

28. **Binding on Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, administrators, successors and assigns.

29. **Waiver of Jury Trial.** Each party hereby waives trial by jury in any proceedings brought by the other party in connection with any matter arising out of or in any way connected with the transaction, this Agreement, the property or the relationship of Buyer and Seller hereunder. The provisions of this paragraph shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

30. **Risk of Loss.** The risk of loss for damage to any portion of the Property and all liability to third persons until the Closing thereon shall be borne by Seller.

31. **IRS Real Estate Sales Reporting.** Seller and Buyer hereby appoint Escrow Agent as, and Escrow Agent agrees to act as, "the person responsible for closing" the transactions which are the subject of this Agreement, pursuant to Section 6045(e) of the Internal Revenue Code of 1986. The Escrow Agent shall prepare and file the informational return (IRS Form 1099-S) required by and otherwise comply with the terms of Section 6045(e). Escrow Agent further agrees to indemnify and hold Seller, Buyer and their respective attorneys harmless from and against all claims, costs, liabilities, penalties or expenses resulting from Escrow Agent's failure to file the appropriate reports and otherwise comply with the terms of the Internal Revenue Code.

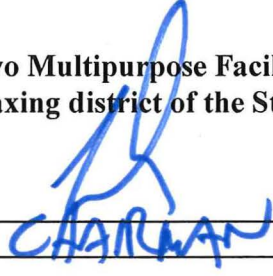
32. **Applicable Law; Venue.** This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Arizona. Venue shall be in Tucson, Arizona only.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first set forth above.

BUYER:

**Rio Nuevo Multipurpose Facilities District, a
special taxing district of the State of Arizona**

By 
Its _____

ATTEST:

By 
Its SECRETARY

SELLER:

**Broadway Euclid, L.L.C., an Arizona limited
liability company**

By: PBI Broadway, L.L.C., an Arizona limited
liability company, Member

By _____
Don E. Bourn, Member

Exhibit A

[Legal Description]

All that part of Block 11 of RIECKER'S ADDITION, a subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 58 thereof, described as follows:

COMMENCING at the brass cap in concrete #24532 at the intersection of the centerline of Euclid Avenue and the monument line of Twelfth Street;

THENCE North 89 degrees 50 minutes 28 seconds East along the monument line of Twelfth Street, a distance of 249.50 feet;

THENCE North 00 degrees 01 minutes 08 seconds East, a distance of 34.60 feet to the POINT OF BEGINNING on the North right-of-way line of Twelfth Street;

THENCE continue North 00 degrees 01 minutes 08 seconds East, a distance of 235.33 feet to a set nail and disk (N&D) #12122;

THENCE South 89 degrees 47 minutes 45 seconds West, a distance of 196.35 feet to a set N&D #12122 on the East right-of-way line of Euclid Avenue;

THENCE South 00 degrees 09 minutes 37 seconds East along said East right-of-way line a distance of 210.17 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 25.00 feet, with a chord of South 45 degrees 09 minutes 34 seconds East 35.35 feet, and a central angle of 89 degrees 59 minutes 55 seconds for an arc distance of 39.27 feet to a point of tangency on the North right-of-way line of Twelfth Street as recorded in Docket 11382 at page 133;

THENCE North 89 degrees 50 minutes 28 seconds East along said North right-of-way line and the South line of Block 11, a distance of 170.61 feet to the POINT OF BEGINNING.

Exhibit B

[Term Sheet]

CBRE, Inc.

www.cbre.com/tucson

CBRE

3719 N. Campbell Avenue
Tucson, AZ 85719

T 520.323.5100
F 520.323.5156

December 15, 2015

RE: SALIENT BUSINESS TERMS FOR PROPOSED PURCHASE OF
801 E 12TH ST., TUCSON AZ 85719 (THE "PROPERTY")
(Accepted by Seller, Subject to Contract)

PROPERTY: Assessor's Parcel Numbers:

124-07-190D
124-07-190E

Being some 46,107 sf of land per Assessor zoned I-1 (City of Tucson),
all subject to verification.

SELLERS: Broadway Euclid, LLC

BUYER: Rio Nuevo Multipurpose Facilities District or assignee

PURCHASE

PRICE: \$575,000 (Five Hundred and Seventy Five Thousand Dollars) all cash
due upon Close of Escrow.

DEPOSIT: \$20,000 (Twenty Thousand Dollars) to be placed in escrow by Buyer
within 5 (five) business days of full execution of the Purchase and
Sale Agreement ("PSA") and to be refundable until removal of all
Contingencies.

CONTINGENCIES: This offer is expressly conditioned upon the execution of a mutually
acceptable Purchase and Sale Agreement by Buyer and Seller ("Sale
Agreement"). Unless and until such Sale Agreement is fully executed
the terms of this proposed purchase shall not be binding on either
party.

Upon execution of the Sale Agreement it shall be delivered into
escrow and Buyer shall have 60 (sixty) days ("Contingency Period")
after Opening of Escrow to evaluate the Property, and all information
provided by the Seller. Seller will permit Buyer to conduct all

property inspections it requires during the Contingency Period. At any time before the end of the Contingency Period, the Board of Directors of Buyer, in its sole and absolute discretion, may elect to proceed or withdraw from the transaction.

DELIVERABLES: During the Contingency Period, Seller shall co-operate with Buyer and promptly provide information pertaining to the Property so that Buyer may assess the viability of developing a bus terminal for Greyhound on the Property. In this context, Buyer is expecting such information from Seller to include:

1. Completed standard Arizona Association of Realtors Commercial Seller's Property Disclosure Statement.
2. Property tax bills.
3. Confirmation that Property is not in a flood plain.
4. CC&R's
5. Ordinances pertaining to Property

CLOSE OF ESCROW: Thirty (30) days after Buyer's Board of Directors has approved removal of all Contingencies.

TITLE COMPANY: At choice of Buyer

CLOSING COSTS: As customary for area. Seller to pay for a standard ALTA title policy for the Buyer.

COMMISSION: Seller shall pay a fee of six percent (6%) of the Purchase Price to be shared equally between PICOR & CBRE, Inc. to be paid at and through Close of Escrow.

~~~ END OF TERM SHEET ~~~

CBRE | Brokerage Services

Ian Stuart | Vice President  
T +1 520 323 5180 | C +1 520 906 5183  
[ian.stuart@cbre.com](mailto:ian.stuart@cbre.com) | [www.cbre.com/ian.stuart](http://www.cbre.com/ian.stuart)

David J. Blanchette, CCIM | Senior Associate  
T +1 520 323 5138 | C +1 520 906 9446  
[dave.blanchette@cbre.com](mailto:dave.blanchette@cbre.com) | [www.cbre.com/dave.blanchette](http://www.cbre.com/dave.blanchette)

**Exhibit C**

[Special Warranty Deed]

**When recorded mail to:**

**SPECIAL WARRANTY DEED**

For the consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, BROADWAY EUCLID, L.L.C., an Arizona limited liability company, the GRANTOR, does hereby convey to RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a special taxing district of the State of Arizona, the GRANTEE, the real property situated in Pima County, Arizona, legally described on **Exhibit A**, attached hereto and by reference incorporated herein subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey or physical inspection of the property would disclose. The Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein, and no other, subject to the matters set forth above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

BROADWAY EUCLID, L.L.C., an Arizona limited liability company

By: PBI Broadway, L.L.C., an Arizona limited liability company, Member

By: \_\_\_\_\_  
Don E. Bourn, Member

STATE OF ARIZONA        )  
                                      ) ss.  
County of Pima            )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Don E. Bourn, Member of PBI Broadway, L.L.C., an Arizona limited liability company, Member of Broadway Euclid, L.L.C., an Arizona limited liability company, on behalf of such company.

[SEAL]

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

## Exhibit D

### [Assignment of Declarant's Rights]

**When recorded, return to:**

GinaMarie K. Spencer  
MENDELSON OSERAN & SPENCER, PLC  
2525 East Broadway, Suite 201  
Tucson, Arizona 85716

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### ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between BROADWAY EUCLID, L.L.C., an Arizona limited liability company ("Assignor"), as "Declarant", under that certain Restated Declaration of Easements, Covenants, Conditions and Restrictions dated December 9, 2002, recorded as Sequence No. 20022371628 on December 10, 2002 in the records of Pima County, Arizona (the "Declaration"), and RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a special taxing district of the State of Arizona ("Assignee"). In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and sets over to Assignee all of Assignor's right, title and interest, if any, as the Declarant and the Owner of Parcel C under and pursuant to the Declaration.

Assignee hereby assumes the performance of the terms, covenants and conditions of the Declarant and the Owner of Parcel C under the Declaration herein assigned by Assignor to Assignee from and after the date hereof. Assignee hereby agrees to indemnify and hold Assignor harmless from and against all claims, demands and losses (including reasonable attorneys' fees) which Assignor may incur in connection with the Declaration and the obligations of the Declarant and the Owner of Parcel C thereunder from and after the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

*(Signatures and acknowledgements on following pages.)*

**ASSIGNOR:**

Broadway Euclid, L.L.C., an Arizona limited liability company

By: PBI Broadway, L.L.C., an Arizona limited liability company, Member

By \_\_\_\_\_  
Don E. Bourn, Member

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF PIMA       )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, by Don E. Bourn, Member of PBI Broadway, L.L.C., an Arizona limited liability company, Member of Broadway Euclid, L.L.C., an Arizona limited liability company, on behalf of such company.

\_\_\_\_\_  
Notary Public

[SEAL]



**ASSIGNEE:**

Rio Nuevo Multipurpose Facilities District, a  
special taxing district of the State of Arizona

By \_\_\_\_\_  
Its \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF PIMA       )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, by  
\_\_\_\_\_, \_\_\_\_\_ of Rio Nuevo  
Multipurpose Facilities District, a special taxing district of the State of Arizona, on behalf of  
such District.

\_\_\_\_\_  
Notary Public

[SEAL]