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F. ANN RODRIGUEZ, RECORDER
Recorded By: HEM(e-recording)



WHEN RECORDED, RETURN TO:

Gust Rosenfeld, PLC
One South Church Avenue, # 1900
Tucson, Arizona 85701
Attn: Mark Collins

MEMORANDUM OF PURCHASE/LEASE OPTION AGREEMENT

THIS MEMORANDUM OF PURCHASE/LEASE/OPTION AGREEMENT (“Memorandum”) is made and entered into as of the 4th day of April, 2017, by and between the RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a special taxing district of the State of Arizona (“Landlord”), and 236 SOUTH SCOTT LLC, an Arizona limited liability company (“Tenant”).

1. The Landlord and Tenant have entered into that certain PURCHASE/LEASE/OPTION AGREEMENT, dated as of April 4, 2017, 2017 (“Lease”), whereby the Landlord leases to Tenant that real property and improvements more particularly described in **Exhibit "A"** attached hereto and by this reference incorporated herein (“Property”). Capitalized terms used in this Memorandum shall have the meanings ascribed to them parenthetically or in the Lease.

2. This Memorandum is being recorded to give constructive notice to all persons dealing with the Property that the Landlord leases to Tenant the Property, and that the Landlord and Tenant consider the Lease to be a binding agreement between the Landlord and Tenant regarding the Property. In accordance with A.R.S. §42-6202.C, (i) Landlord and Tenant are parties to the Lease; (ii) the leased property is legally described on the attached **Exhibit "A"**; (iii) the lease term commenced on April 5, 2017, the initial term of the Lease is three years commencing on April 4, 2017 and expiring on April, 5, 2021, with one (1) twelve year extension unless terminated or canceled earlier in accordance with the terms of the Lease.

3. The Lease contains an option whereby Tenant may purchase the Property from the Landlord under the terms and conditions set forth therein and which may be exercised at any time during the term of the Lease.

4. This Memorandum is not a complete summary of the Lease. The provisions of this Memorandum shall not be used in interpreting the Lease. In the event of any conflict

between the terms and provisions of this Memorandum and the Lease, the terms and provisions of the Lease shall govern and control.

5. Further information concerning the Lease and the Parties' rights and obligations thereunder may be obtained from counsel for the parties at the following addresses:

Mark L. Collins, Esq.
GUST ROSENFELD P.L.C.
One South Church Avenue
Suite 1900
Tucson, Arizona 85701-1627
(520) 388-4780
(520) 624-3849(facsimile)

Lawrence M. Hecker, Esq.
HECKER PLLC
405 West Franklin Street
Tucson, Arizona 85701-8209
(520) 798-3803
(520) 620-0405 (facsimile)

6. This Memorandum may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first set forth above.

[Signature and acknowledgment page follows]

LANDLORD:

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a special taxing district of the State of Arizona



By: _____
Fletcher McCusker, Chairman

ATTEST:



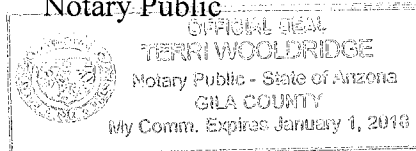
By: _____
Mark Irvin, Secretary

STATE of ARIZONA)
) ss.
County of PIMA)

The foregoing instrument was acknowledged before me this 18th day of APRIL, 2017 by Fletcher McCusker, Chairman of Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona.

Terri Wooldridge
Notary Public

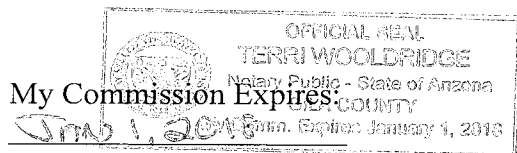
My Commission Expires:
JAN 1, 2018



STATE of ARIZONA)
) ss.
County of PIMA)

The foregoing instrument was acknowledged before me this 14th day of APRIL, 2017 by Mark Irvin, Secretary of Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona.

Terri Wooldridge
Notary Public



236 SOUTH SCOTT LLC, an Arizona limited liability company

By: [Signature]
Marcel Dabdoub, Manager

By: [Signature]
Ron Schwabe, Manager

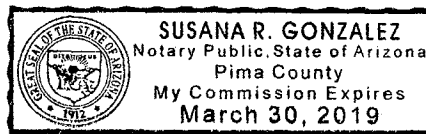
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument, Memorandum of Lease, dated as of April 4th, 2017 and consisting of six pages, including this page and the attached Exhibits, was acknowledged before me this 25 day of April, 2017, by Marcel Dabdoub, a Manager of 236 South Scott LLC, an Arizona limited liability company, on behalf of the company, being authorized so to do for the purposes therein contained.

(Seal and Expiration Date)

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)



The foregoing instrument, Memorandum of Lease, dated as of April 4th, 2017 and consisting of six pages, including this page and the attached Exhibits, was acknowledged before me this 26 day of April, 2017, by Ron Schwabe, a Manager of 236 South Scott LLC, an Arizona limited liability company, on behalf of the company, being authorized so to do for the purposes therein contained.

(Seal and Expiration Date)

[Signature]
Notary Public

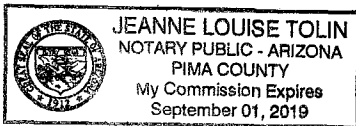


Exhibit "A" to Memorandum

Legal Description

That part of Lots 3, 4, and 5, in Block 226, of THE CITY OF TUCSON, according to the official plat and field notes thereof made by S. W. Foreman and approved and adopted by the Mayor and Common Council of the City (then Village) of Tucson on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 70, thereof, more particularly described as follows, to wit:

COMMENCING at a point which now constitutes the Southeast corner of said Lot 5, said point also being the Northwest corner of the intersection of McCormick and Scott Streets;

Thence Westerly along the South boundary line of said Lots 5 and 4, said line being the Northerly line of said McCormick Street, as now established, a distance of 126 feet, more or less, to the Southeast corner of the property heretofore conveyed to Edith and Sophia Siewert, by Deeds recorded in the office of the County recorder of Pima County, Arizona, in Book 28 of Deeds at Page 492 and in Book 30 of Deeds at Page 60, respectively;

Thence Northerly along the East boundary line of the property so conveyed to Edith and Sophia Siewert, as aforesaid and along the East boundary line of the property heretofore conveyed to Thomas Deering by deed recorded in Book 30 of Deeds at Page 532, records of Pima County, Arizona, a distance of 80 feet to a point;

Thence Easterly and parallel with the Northern boundary line of said McCormick Street, a distance of 126 feet, more or less, to the East boundary line of said Lot 5, said line also being the West boundary line of said Scott Street;

The Southerly along the said Western boundary line of Scott Street, a distance of 80 feet to the POINT OF BEGINNING.

(jv arb 805)

AND

That part of Lots 1, 2, 3 and 5, in Block 226, of THE CITY OF TUCSON, according to the official plat and field notes thereof made by S. W. Foreman and approved and adopted by the Mayor and Common Council of the City (then Village) of Tucson on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 70, thereof, more particularly described as follows, to wit:

COMMENCING at a point in the East line of said Block 226, distant 105 feet Southerly from the Northeast corner thereof;

Thence running Westerly along the property heretofore owned by C.R. Drake and Louise Blenman, a distance of 131 feet 1 inch;

Thence running Southerly, a distance of 41 feet 1 inch;

Thence running Easterly, a distance of 129 feet to the East line of said Block 226;

Thence running Northerly along the East line of said Block 226, a distance of 44 feet 8 inches to the TRUE POINT OF BEGINNING.

(jv arb 808)

Tax Parcel No. 117-13-1720