

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

INVITATION FOR BID

Introduction:

The District

The District is a public improvement district and a political taxing subdivision of the State of Arizona that was formed on July 19, 1999, by the governing bodies of the City of Tucson and the City of South Tucson (the "Participating Municipalities"), pursuant to Title 48, Chapter 26 of the Arizona Revised Statutes. The District is composed of the areas within the corporate boundaries of the Participating Municipalities and was established to provide a funding mechanism for the purpose of developing and redeveloping the City's downtown area, also known as "Rio Nuevo."

Responses to this solicitation are due by 5:00 p.m. Mountain Standard Time on Tuesday, December 6, 2016. Delivery of the Proposals may be made via electronic or hard copy format and should be sent to the District, the District's Financial Advisor and the District's Bond Counsel at the contact information on page 3.

Transaction Information

The \$2,315,000* Tax-Exempt Lease Revenue Bonds, Series 2016 (the "Series 2016 Bonds") will be issued for the purpose of financing the construction of a 2,800 square foot Greyhound bus terminal to be located at 801 E. 12th Street, Tucson, Arizona. The Series 2016 Bonds will be secured by lease payments under a 25 year lease between the District and Greyhound Lines, Inc. ("Greyhound"). The Series 2016 Bonds will not be assigned any credit ratings and no application has been made to any credit rating agency regarding ratings for the Series 2016 Bonds. No official statement will be provided for the Series 2016 Bonds and the successful Investor will be required to provide an *Investor Letter* in a form generally consistent with the form provided in Appendix D, subject to negotiation between the Investor and the District. The District is planning to close the Series 2016 Bonds in December, 2016 or January, 2017.

Selection criteria will include the Investor's proposed interest rate setting methodology, the estimated costs and/or fees required to execute the transaction, and other terms and conditions required by the Investor. It is anticipated that the final interest rate(s) will be set on or just prior to the closing.

The Leased Property

The Leased Property will consist of a leasehold interest in the Premises to be constructed and located at 801 E. 12th Street, Tucson, Arizona.

A policy of title insurance in an aggregate amount of approximately \$2.315* million will be in effect, insuring the Trustee's leasehold interest in the Leased Property.

*Preliminary, subject to change.

Sources of Payment for the Series 2016 Bonds

Under the terms of the Trust Agreement, the Series 2016 Bonds will be payable from: (1) Lease Payments received by the Trustee from the District under the Lease, subject to termination of the Lease as provided under the Lease, (2) amounts from time to time deposited in the funds created under the Trust Agreement and investment earnings on such funds (except for any investment earnings that are required to be rebated to the United States in order to continue the exclusion of the interest represented by the Series 2016 Bonds from gross income for federal income tax purposes) and (3) any Net Proceeds from insurance coverage or condemnation awards received by the Trustee from the damage, destruction or taking of the Leased Property or portion thereof pursuant to the Lease and the Trust Agreement or from exercise by the Trustee of any remedies under the Lease and the Trust Agreement upon default thereunder.

The District will be required under the Lease to make Lease Payments semiannually in amounts sufficient to make interest and principal payments represented by the Series 2016 Bonds on July 1, 2017, and each January 1 and July 1 thereafter. The Series 2016 Bonds are payable from a pledge of, and secured by a lien on, the Lease Revenues received by the District. Said pledge of, and said lien on, the Lease Revenues is hereby irrevocably made and created by the District for the prompt and punctual payment of principal and interest due on the Series 2016 Bonds according to their terms.

Security for the Series 2016 Bonds

The Series 2016 Bonds will be payable from Lease Payments under the Lease and pledge pursuant to the Trust Agreement. The initial term of the Lease will be for a period of 25 years commencing on the Rent Commencement Date. If the District does not receive funds sufficient to pay Lease Payments in any succeeding Fiscal Period, the Lease will terminate as of the last day of the Fiscal Period for which Lease Payments were made, and Greyhound and the District will be required to vacate and return possession of the Leased Property to the Trustee, all in accordance with and subject to the terms of the Lease and the Trust Agreement and pledge pursuant to the Trust Agreement. The Series 2016 Bonds are further secured by a Deed of Trust and Assignment of Rents to the Trustee

The Series 2016 Bonds will not constitute a debt or liability of the District, the State or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the District, the State or any political subdivision thereof will be pledged to pay the principal or interest evidenced by the Series 2016 Bonds. Payments with respect to the Series 2016 Bonds will be made solely from amounts derived under the terms of the Lease, including the Lease Payments, and available amounts from time to time on deposit under the terms of the Trust Agreement. No other funds will be pledged by the District to pay the Series 2016 Bonds.

Debt Service Reserve Fund

A debt service reserve fund will be established pursuant to the Trust Agreement for payment of amounts related to the Series 2016 Bonds.

Audit and Budget Links:

Links for the following information are provided below:

- Audited Financial Statements - <http://rionuevo.org/audits/financial-audits/>
- Budget Documents - <http://rionuevo.org/audits/financial/>

APPENDIX A -
Preliminary amortization schedule*

APPENDIX B -
2016 Trust Agreement*

APPENDIX C -
Lease By and Between Rio Nuevo
and Greyhound Lines, Inc.

APPENDIX D -
Form of Investor Letter*

**Preliminary, subject to change*

REQUIRED SUBMITAL INFORMATION:

1. Proposed interest rate setting methodology for the Series 2016 Bonds. See Appendix A for the preliminary amortization schedule. Please also include pricing details for any rate lock options, or other amortization structure proposals;
2. A detailed listing of any additional fees, expenses and/or closing costs;
3. Anticipated financial reporting and disclosure;
4. Timing for investor due diligence and final credit approval if not completed; and
5. Any other information, requirements, terms or conditions pertinent to the transaction.

The District reserves the right to reject any and all proposals from this solicitation and pursue other financing alternatives.

Please address questions to:

Rio Nuevo District

Dan Myers
Rio Nuevo District
400 West Congress
Suite 152
Tucson, AZ
520.419.4862

Financial Advisor

William Davis
Piper Jaffray & Co.
2525 E. Camelback Road,
Suite 925
Phoenix, AZ 85016
602.808.5428

Bond Counsel

Tim Stratton
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One E Washington
Suite 2700
Phoenix, AZ 85004
602.257.7465

APPENDIX A***PRELIMINARY AMORTIZATION SCHEDULE***

Maturity Date	Principal or Sinking Fund Amount
7/1/2017	\$100,000
7/1/2018	190,000
7/1/2019	195,000
7/1/2020	205,000
7/1/2021	210,000
7/1/2022	215,000
7/1/2023	225,000
7/1/2024	230,000
7/1/2025	240,000
7/1/2026	250,000
7/1/2027	255,000

*Preliminary, subject to change.

APPENDIX B

2016 TRUST AGREEMENT

TRUST AGREEMENT

between

**RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT,**

AND

_____,
as Trustee

Dated as of _____, 2016

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TRUST AGREEMENT

This **TRUST AGREEMENT**, dated as of _____, 2016 (this "*Trust Agreement*"), between **RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT**, a special district authorized under the laws of the State of Arizona (the "*District*") and _____, authorized to exercise corporate trust powers in the State of Arizona, as trustee as well as any successor thereto as provided herein (the "*Trustee*");

WITNESSETH:

WHEREAS, the District has determined that it will be beneficial to the District to finance, design, construct and lease a mass transit commuting bus terminal and depot ("Mass Commuting Facility") facility (the "*Special Facility*") primarily located on a certain Project Site (the "*Project Site*"); and

WHEREAS, in order to finance the costs of financing, designing and constructing the Special Facility, the District deems it necessary and desirable for the District to issue its \$2,000,000 aggregate principal amount of Lease Revenue Bonds, Series 2016 (Greyhound Project) (the "*Series 2016 Bonds*"); and

WHEREAS, Greyhound Lines, Inc. ("*Greyhound*") desires to lease the Project Site and the Special Facility from the District; and

WHEREAS, in connection with the issuance of the Series 2016 Bonds, the District and Greyhound have entered into (i) a Lease Agreement, dated the date hereof, pursuant to which (A) the District shall lease the Project Site and the Special Facility to Greyhound and (B) Greyhound shall lease the Project Site and the Special Facility from the District, and the District has entered into this Trust Agreement, which Greyhound has joined in for certain purposes; and

WHEREAS, the Bonds (as such term and all other capitalized terms hereinafter used are defined in Section 1.01 hereof) shall be secured by this Trust Agreement, and the District is authorized to execute and deliver this Trust Agreement and to do, or cause to be done, all acts provided or required herein to be performed on its part; and

WHEREAS, all acts and conditions required to happen, exist and be performed precedent to and in the issuance of the Bonds and the execution and delivery of this Trust Agreement have happened, exist and have been performed, or at the delivery of the Bonds shall exist, shall have happened and shall have been performed (i) to make the Bonds, when issued, delivered and authenticated, valid Bonds of the District in accordance with the terms thereof and hereof and (ii) to make this Trust Agreement a valid, binding and legal trust agreement for the security of the Bonds; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to secure the payment of Bond Service Charges on the Bonds according to their true intent and meaning, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Owners, and for other good and valuable consideration, the receipt of which is acknowledged, the District has executed and delivered this Trust Agreement and absolutely pledges and assigns hereby to the Trustee, and to its successors in trust, and its and their assigns, all right, title and interest of the District in and to (i) the right, title and interest of the District in and to the Lease, the District, however, to remain liable to observe and perform all of the conditions and covenants in the Lease provided to be observed and performed by it; (ii) all of the rents, issues and profits payable to or received by the District under the Lease described in paragraph (i) above, including without limitation, all of the Lease Revenues, which include without limitation the Rent; and (iii) all property which is by the express provisions hereof required to be subjected to the lien hereof, including but not limited to any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the District or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder,

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued or to be issued under and/or secured by this Trust Agreement,

(b) for the enforcement of the payment of the principal of and interest and any premium on the Bonds, when payable, according to the true intent and meaning thereof and of this Trust Agreement, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of series designation, number or date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that, except as otherwise provided herein, each series and each Bond of a series and all Bonds of a series shall have the same right, lien and privilege under this Trust Agreement except as permitted by Section 2.04(b), and shall be secured equally and ratably hereby, it being intended that the lien and security hereof shall take effect from the date hereof, without regard to the date of actual issue, sale or disposition of the Bonds, as though upon the date hereof all of the Bonds were

actually issued, sold and delivered to purchasers for value; provided, however, that if (i) the principal of the Bonds and the interest due or to become due thereon, together with any premium required by redemption of any of the Bonds prior to maturity, shall be well and truly paid, at all times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the outstanding Bonds shall have been paid and discharged in accordance with Article X hereof, and (ii) all of the covenants, agreements, obligations, terms and conditions of the District under this Trust Agreement shall have been kept, performed and observed, and there shall have been paid to the Trustee, the Registrar and the Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof, then this Trust Agreement and the rights assigned hereby shall cease, determine and be void, except as provided in Section 10.03 hereof with respect to the survival of certain provisions; otherwise, this Trust Agreement shall be and remain in full force and effect.

It is declared that all Bonds issued hereunder and secured hereby are to be issued, authenticated and delivered, and that all Lease Revenues pledged and assigned hereby are to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided herein. The District has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Owners, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. In addition to the words and terms defined elsewhere in this Trust Agreement, unless the context or use clearly indicates another meaning or intent, the following terms shall have the meanings provided thereafter:

"Acquisition and Construction Fund" means the Acquisition and Construction Fund established pursuant to Section 5.01 hereof.

"Additional Bonds" means any bonds which may be issued under Section 2.04 hereof.

"Board of Directors" means the Board of Directors of the District.

"Bond Payment Date" means any Principal Payment Date or Interest Payment Date.

"Bond Owner" shall have the same meaning as "Owner" herein.

"Bond Register" means the register of ownership of the Bonds maintained by the Registrar.

"Bond Resolution" means (a) when used with reference to the Series 2016 Bonds, the resolution of the Board of Directors providing for their issuance and the approving of the

Lease, this Trust Agreement and related matters; (b) when used with reference to an issue of Additional Bonds, the resolution of the Board of Directors providing for the issuance of the Additional Bonds, to the extent applicable, and the approving of any amendment or supplement to the Lease, any Supplement and related matters; and (c) when used with reference to Bonds when any Bonds are outstanding and are to be refunded, the resolution providing for the issuance of the refunding Bonds, in each case as amended or supplemented from time to time.

"Bond Retirement Fund" means the Bond Retirement Fund established pursuant to Section 5.01 hereof comprised of the Interest Account and the Principal Account.

"Bond Service Charges" means, for any period or time, the principal of and interest and any premium due on the Bonds for that period or payable at that time, as the case may be.

"Bonds" means the Series 2016 Bonds and any Additional Bonds.

"Book-Entry Form" or "Book-Entry System" means, as to the Bonds, a form or system, as applicable, under which (i) physical Bond certificates in fully registered form are issued only to a Depository or its nominee as Owner, with the physical Bond certificates "immobilized" in the custody of, or on behalf of, the Depository, and (ii) the ownership of book-entry interests in Bonds and principal of, premium, if any, and interest thereon may be transferred only through a book-entry made by other than the District or the Trustee or the Registrar. The records maintained by entities other than the District or the Trustee or the Registrar constitute the written record that identifies the owners, and records the transfer, of book-entry interests in those Bonds and principal of, premium, if any, and interest thereon.

"Book-Entry Bonds" means all Bonds issued pursuant to the Book-Entry System provisions of Section 3.01(e) hereof.

"Business Day" means any day of the week other than (a) a Saturday or Sunday or a day which shall be in the State a legal holiday, (b) a day on which the Trustee is authorized or obligated by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Depository is closed.

"Chair" means the Chair of the Board of Directors of the District.

"Closing Date" means the day when the Series 2016 Bonds, duly authenticated by the Trustee, are initially delivered to the Original Purchaser.

"Code" means the Internal Revenue Code of 1986, as amended. References to the Code and Sections thereof include relevant applicable regulations and proposed regulations thereunder and any successor provisions to those Sections, regulations or proposed regulations.

"Costs of Acquisition" means all items of expense directly or indirectly relating to the cost of financing, designing, constructing, leasing and subleasing the Special Facility, including, but not limited to, the following:

(a) Costs incurred by the District in connection with the financing, designing, constructing, leasing and subleasing of the Special Facility.

(b) Fees paid by the District for legal, engineering, consulting and supervisory services with respect to the financing, designing, constructing, leasing and subleasing the Special Facility.

(c) Expenses incurred by the District in seeking to enforce any remedy concerning a contract relating to financing, designing, constructing, leasing and subleasing the Special Facility.

(d) Any sums required to reimburse the District for advances made by it for any of the above items.

"Debt Service on the Bonds" means with respect to a series of Bonds, as of any date of calculation and with respect to any period, the sum of (1) the interest falling due during such period (except to the extent that such interest is payable from proceeds of the Bonds or other amounts set aside for such purpose at the time such Bonds are issued), and (2) the principal (or mandatory sinking fund or installment purchase price or lease rental or similar) payments or deposits required with respect to such Bonds during such period; such sum to be computed on the assumption that no portion of such Bonds shall cease to be Outstanding during such period except by reason of the application of such scheduled payments. If interest on a series of Bonds is payable pursuant to a variable interest rate formula, the interest rate on such Bonds for periods when the actual interest rate on such Bonds cannot yet be determined shall be assumed to be equal to whichever of the following is the highest:

(A) the average annual interest rate on such Bonds over the last five Fiscal Years or since the date of issuance of such Bonds if less than five years, or

(B) if the terms of such Bonds provide for conversion of the interest rate payable on such Bonds to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such Bonds as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

Debt Service shall not be based upon the terms of any reimbursement obligation to the issuer of any liquidity or credit facility except to the extent and for the periods during which payments are required to be made pursuant to such reimbursement obligation as a result of the issuer's unreimbursed advances of funds thereunder.

"Defeasance Obligations" mean, subject to applicable law:

(1) Cash (legal tender of the United States of America);

(2) Direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed to timely payment of principal and interest by the

United States of America to which direct obligation the full faith and credit of the United States of America has been pledged ("Government Obligations");

(3) STRIPS;

(4) municipal obligations rated by S&P and by Moody's not lower than the rating assigned to direct obligations of the United States of America and meeting the following requirements:

(i) the municipal obligations are not subject to redemption prior to maturity or (ii) the trustee therefor has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash or Government Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the Government Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(iv) the cash or Government Obligations serving as security for the municipal Bonds are held by an escrow agent or trustee in trust for owners of the municipal Bonds;

(v) no substitution of the Government Obligations shall be permitted except with another Government Obligation and upon delivery of a new verification and if a forward supply contract exists with respect to such municipal obligations, the Verification does not assume compliance with the forward supply contract; and

(vi) the cash or Government Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent, and

(5) Any combination of the items listed in subparagraphs (1) through (4) above.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the Trustee or the District relating to the execution, sale and delivery of this Trust Agreement, the Lease or the Bonds, including but not limited to, filing and recording costs, settlement costs, appraisals, surveys, environmental surveys, title insurance, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, the Registrar, the Paying Agents, financing discounts, legal fees and charges, fees and charges for other credit enhancement for the Bonds, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Bonds and

charges and fees in connection with the foregoing, and all the District fees, taxes, development fees and charges customarily levied on the District for similar projects.

"Depository" means, if the Bonds are in Book-Entry Form, Cede & Co. until a successor Depository shall have become such pursuant to the applicable provisions of this Trust Agreement and, thereafter, Depository shall mean the successor Depository. Any Depository shall be a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in Bonds or principal of, premium, if any, and interest thereon, and to effect transfers of Bonds, in Book-Entry Form.

"Determination of Taxability" means a Final Determination by the Internal Revenue Service or by a court of competent jurisdiction in the United States that, or an opinion of Bond Counsel to the effect that the interest payable on any Series 2016 Bond is or will become includable in the gross income of the owner thereof for federal income tax purposes (other than an owner who is a "substantial user" or "related person" within the meaning of Section 147(a) of the Code).

"District" means the Rio Nuevo Multipurpose Facilities District, a special district pursuant to Title 48, Chapter 26, Arizona Revised Statutes, as enacted and amended from time to time.

"District Representative" means the Chair, Secretary or Treasurer of the Board of Directors, or such other persons designated by the Chair, Secretary or Treasurer of the Board of Directors to act on behalf of the District by a certificate filed with the Trustee containing the specimen signature of such person signed by the Chair, Secretary or Treasurer of the Board of Directors.

"Eligible Investments" means any of the following, subject to applicable law:

1. Direct general obligations of, or obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by, the United States of America (including, without limitation, the interest portion of obligations issued by the Resolution Funding Corporation in book entry form and stripped by request to the Federal Reserve Bank of New York), including Government Bonds which have been stripped of their unmatured interest coupons and interest coupons stripped from Government Bonds, provided any stripped Government Bonds have been stripped by the applicable U.S. Governmental Agency ("Government Bonds").

2. STRIPS.

3. Advance-refunded municipal obligations.

4. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): U.S. Export-Import Bank (Eximbank) - direct

obligations or fully guaranteed certificates of beneficial ownership; Farmers Home Administration (FmHA) - certificates of beneficial ownership; Federal Financing Bank; Federal Housing Administration Debentures (FHA); General Services Administration - participation certificates; Government National Mortgage Association (GNMA or "Ginnie Mae") GNMA - guaranteed mortgage-backed bonds and GNMA - guaranteed pass-through obligations; U.S. Maritime Administration - guaranteed Title XI financing; U.S. Department of Housing and Urban Development (HUD) - project notes, local District bonds, new communities debentures U.S. Government guaranteed debentures, U.S. Public Housing notes and bonds - U. S. Government guaranteed public housing notes and bonds.

5. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself): Federal Home Loan Bank System - senior debt obligations; Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") - participation certificates and senior debt obligations; Federal National Mortgage Association (FNMA or "Fannie Mae") - mortgage-backed securities and senior debt obligations; Student Loan Marketing Association (SLMA or Sallie Mae) - senior debt obligations; Resolution Funding Corp. (REFCORP) obligations; and Farm Credit System - consolidated systemwide bonds and notes.

6. Money market funds registered under the Federal Investment Company Act of 1940, or whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AA-Am-G, AAA-m, or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2 including, without limitation, those of which an affiliate of the Trustee acts as a manager or an investment advisor;

7. Certificates of deposit (i) secured at all times by collateral described in (1), (2), (3) or (4) above, (ii) issued by commercial banks, savings and loan associations or mutual savings banks and (iii) the collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral;

8. Certificates of deposit, savings accounts, deposit accounts or money market deposits in amounts that are continuously and fully insured by the Federal Deposit Insurance District ("FDIC"), including the Bank Insurance Fund and the Savings Association Insurance Fund.

9. investment agreements, including guaranteed investment contracts, which meet the following criteria:

(i) the investment agreement must be collateralized by the transfer of qualifying securities from a dealer bank or securities firm to the Trustee;

(ii) the investment agreement must be between the Trustee and a provider which is rated "A" or better by S&P and Moody's;

(iii) the written investment agreement must include the following:
(A) securities which are acceptable for collateral are Government Bonds, or

Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC); (B) the collateral must be delivered to the Trustee (if Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral provided to it by the District) before/simultaneous with payment (perfection by possession of certificated securities); (C) the securities must be valued weekly, marked-to-market at current market price plus accrued interest and the value of collateral must be equal to at least 103% of the amount invested by the Trustee under the investment agreement plus accrued interest and if the value of securities held as collateral slips below 103% of the required value, then additional cash and/or acceptable securities must be transferred, provided however, if the securities used as collateral are FNMA or FHLMC then the value of collateral must equal at least 104%; and

(iv) a legal opinion must be delivered to the Trustee that the investment agreement meets guidelines under state law for legal investment of public funds;

10. Commercial paper rated, at the time of purchase, "P-1" by Moody's and "A-1" or better by S&P.

11. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies;

12. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of Prime-1 or "A3" or better by Moody's and "A-1" or "A" or better by S&P;

13. repurchase agreements which meet the following criteria:

(i) the repurchase agreement (the "repo") must provide for the transfer of securities from a dealer bank or securities firm to the Trustee, and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date;

(ii) repo must be between the Trustee and a dealer bank or securities firm which is either a primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by S&P and Moody's, or a bank rated "A" or above by S&P and Moody's;

(iii) the written repo contract must include the following: (A) securities which are acceptable for transfer are Government Bonds, or Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC); (B) the collateral must be delivered to the Trustee (if Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities); (C) the securities must be valued weekly, marked-to-market at current market price plus accrued interest and the value of

collateral must be equal to at least 103% of the amount of cash transferred by the Trustee to the counter-party under the repo plus accrued interest and if the value of securities held as collateral slips below 103% of the value of the cash transferred by Trustee, then additional cash and/or acceptable securities must be transferred, provided however, if the securities used as collateral are FNMA or FHLMC then the value of collateral must equal at least 104%; and

(iv) legal opinion which must be delivered to the Trustee that the repo meets guidelines under state law for legal investment of public funds;

14. any other investment that is permitted under applicable Arizona law.

Notwithstanding the foregoing, moneys derived from the sale of the Bonds shall be invested only in obligations described in (1), (2), (4) or (7) (other than certificates of deposit with a savings and loan association or mutual savings bank as described in (7)) or in (6), (9) or (14) (where such investment described in (6), (9) or (14) consists solely of, or are secured by, obligations described in (1), (2), (4) or (7) (other than certificates of deposit with a savings and loan association or mutual savings bank as described in (7))) or in (13).

If any security or Eligible Investment for which a rating level is required is on "credit watch," "negative outlook" or similar status indicating a possible reduction in rating, it shall be treated as not having the rating required.

"Event of Bankruptcy" means the filing of a petition in bankruptcy by or against the specified Person under the United States Bankruptcy Code.

"Event of Default" means an event of default as defined in Section 8.01 of this Trust Agreement.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered, and all reasonable expenses properly incurred, by the Trustee under this Trust Agreement, other than Ordinary Services and Ordinary Expenses. Extraordinary Services and Extraordinary Expenses shall include, without limitation, all services rendered and all expenses incurred in connection with an Event of Default.

"Final Determination" means, with respect to a private letter ruling or a technical advice memorandum or determination of the Internal Revenue Service, written notice thereof in a proceeding in which the District had an opportunity to participate and otherwise means written notice of a determination from which no further right of appeal exists or from which no appeal is timely filed with any court of competent jurisdiction in the United States in a proceeding to which the District were a party or in which the District had the opportunity to participate.

"Fiscal Year" means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the District.

"Greyhound" means Greyhound Lines, Inc., a Delaware corporation.

"Interest Account" means the Interest Account established pursuant to Section 5.01 hereof.

"Interest Payment Date" or "Interest Payment Dates" means, as to the Series 2016 Bonds, the date or dates set forth as such in the form of bond attached hereto as Exhibit A, and as to Additional Bonds, each date or dates designated as an Interest Payment Date or Dates in the form of bond for which provision is made in the applicable Supplement or Bond Resolution.

"Lease" means the Triple Net Build-To-Suit Expansion Real Estate Lease dated as of the 1st day of June, 2016, by and between the District, as lessor and Greyhound, as lessee, as amended or supplemented from time to time.

"Lease Revenues" means (a) Rent (b) all other moneys received or to be received by the District or the Trustee in respect of the Lease and any amendment or supplement to the Lease, including without limitation, moneys and investments in the Bond Retirement Fund, and (d) all income and profit from the investment of the foregoing moneys.

"Lessee" means the Greyhound.

"Mass Commuting Facility" means real property together with improvements, and personal property used in the facility, such as machinery, equipment, and furniture, serving the general public commuting on a day-to-day basis. Such property also includes terminals and facilities functionally related and subordinate to the Mass Commuting Facility, such as parking garages, car barns and repair shops. Use of a Mass Commuting Facility by noncommuters in common with commuters is immaterial to the use as a Mass Commuting Facility.

"Ordinary Services" and "Ordinary Expenses" mean those services normally rendered, and those expenses normally incurred, by a trustee under instruments similar to this Trust Agreement.

"Original Purchaser" means, as to the Series 2016 Bonds, _____ and, as to Additional Bonds, the Person or Persons identified as the purchaser or purchasers in the applicable purchase agreement or purchase proposal.

"Outstanding Bonds," "Bonds outstanding" or "Outstanding" as applied to the Bonds, mean, as of the applicable date, all Bonds which have been authenticated and delivered, or which are being delivered by the Trustee under this Trust Agreement, except:

(a) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;

(b) Bonds, or the portion thereof, for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited and credited with the Trustee or any Paying Agents on or prior to that date for that purpose (whether upon or prior to the maturity or redemption date of those Bonds); provided, that if any of those Bonds are to be redeemed prior to their maturity, notice of that redemption shall have been given or

arrangements satisfactory to the Trustee shall have been made for giving notice of that redemption, or waiver by the affected Owners of that notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds, or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of this Trust Agreement; and

(d) Bonds in lieu of which others have been authenticated under Section 3.07 hereof.

"Owner" or "Bond Owner" or "Owner of a Bond" means the Person in whose name a Bond is registered on the bond register.

"Paying Agent" means, as to the Series 2016 Bonds, the Trustee, until a successor Paying Agent shall have become such pursuant to applicable provisions of this Trust Agreement and, as to any series of Additional Bonds, the bank, trust company or other person designated as a Paying Agent by or in accordance with Section 7.12 hereof.

"Payment Request Form" means the form set forth in Exhibit B which is attached hereto and made a part hereof.

"Person" or words importing persons means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, authorities, public or governmental bodies, other legal entities and natural persons.

"Predecessor Bond" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by the particular Bond. For the purposes of this definition, any Bond authenticated and delivered under Section 3.07 hereof in lieu of a lost, wrongfully taken or destroyed Bond shall, except as otherwise provided in Section 3.07, be deemed to evidence the same debt as the lost, wrongfully taken or destroyed Bond.

"Prepayment" means any prepayments made pursuant to the Lease.

"Principal Account" means the Principal Account established pursuant to Section 5.01 hereof.

"Principal Payment Date" means, as to the Series 2016 Bonds, July 1 in the years specified in Section 2.02 hereof for the stated amount of principal to be retired at maturity, or any other date on which the principal of the Series 2016 Bonds is payable as a result of redemption, optional or mandatory and as to Additional Bonds such date or dates in the years designated as Principal Payment Dates in the form of bond for which provision is made in the applicable Supplement.

"Project Site" means the necessary property, rights-of-way, easements and other property rights, if and to the extent necessary, to construct, operate, use and maintain the Special

Facility and the related appurtenances thereto, including but not limited to, access to runways and taxiway connectors. The Project Site shall also include a parking apron approximately 1.5 times the size of the Special Facility's maintenance hangar space immediately adjacent to the Special Facility.

"Qualified Surety Issuer" means with respect to the Series 2016 Bonds and any Additional Bonds, the issuer of a Qualified Surety Bond, if any.

"Qualified Surety Bond" means a letter of credit or line of credit, insurance policy or surety bond issued by a Qualified Surety Issuer meeting the requirements of Section 5.06(d) hereof.

"Registrar" means, as to the Series 2016 Bonds, the Trustee, until a successor Registrar shall have become such pursuant to applicable provisions of this Trust Agreement and as to any series of Additional Bonds, the bank, trust company or other Person designated as such by or pursuant to the applicable Bond Resolution or Supplement.

"Regular Record Date" means the fifteenth (15th) day of the calendar month next preceding an Interest Payment Date applicable to that Bond, whether or not such fifteenth (15) day is a Business Day.

"Reimbursement Request Form" means the form set forth in Exhibit C which is attached hereto and made a part hereof.

"Rent" means the amount Greyhound will pay the District under the Lease for use of the Special Facility together with (i) any and all amounts necessary to cause redemption of the Series 2016 Bonds, (ii) all fees and expenses of the Trustee and the registrar and paying agents under the Trust Agreement, to the extent, if any, that such fees, expenses and payments are not met by the regular annual rental payments for use of the Special Facility, (iii) reserve fund payments due under the Trust Agreement, and (iv) any interest on overdue amounts.

"Rental Payments" means the Rent to be made by Greyhound under the Lease which is assigned by the District to the Trustee by this Trust Agreement.

"Reserve Fund" means the Reserve Fund established pursuant to Section 5.01 hereof.

"Reserve Requirement" means, as to all of the Series 2016 Bonds, \$ _____ and upon the issuance of any Additional Bonds, the Reserve Requirement shall increase to the least of an amount equal to the Debt Service on the Bonds for the then Outstanding Bonds, 125% of the average Debt Service on the Bonds for the then Outstanding Bonds, and ten percent (10%) of the stated principal amount of the then Outstanding Bonds, provided however, that the incremental increase of the Reserve Requirement with respect to an issue of Additional Bonds does not exceed 10% of the stated principal amount of such issue. The Reserve Requirement may be satisfied by cash, a Qualified Surety Bond, or a combination of the two.

"Responsible Officer" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer or any other officer of the Trustee within the corporate trust office set forth in Section 12.02(a)(iv) hereof (the "Corporate Trust Office") (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"Secretary" means the Secretary of the Board of Directors of the District.

"Series 2016 Bonds" means the Rio Nuevo Multipurpose Facilities District Lease Revenue Bonds, Series 2016 (Greyhound Project), issued pursuant to this Trust Agreement.

"Special Facility" means the Mass Commuting Facility which shall be comprised of a building of an approximately 2,800 square foot bus terminal and associated parking areas. The Special Facility shall be connected to public utilities, roadways, private utilities and taxiways.

"Special Record Date" means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 3.05 hereof.

"State" means the State of Arizona.

"Supplement" means any trust agreement supplemental to this Trust Agreement entered into between the District and the Trustee in accordance with Article IX hereof.

"Trust Agreement" means this Trust Agreement, dated as of _____, 2016, between the District and the Trustee, as amended or supplemented from time to time.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Trust Agreement, and thereafter "Trustee" shall mean such successor Trustee.

SECTION 1.02. Interpretation.

(a) Any reference herein to the District, to the Board of Directors or to any member or officer of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

(b) Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Arizona Revised Statutes, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified,

revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the District, the Owners, the Trustee, the Paying Agent, the Registrar or the District under this Trust Agreement, the Bond Resolution, the Bonds, the Lease or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the requirement to pay Bond Service Charges in the amount and manner, at the times, and from the sources provided in the related Bond Resolution and this Trust Agreement, except as permitted herein.

(c) Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Trust Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Trust Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. Captions and Headings. The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II

AUTHORIZATION AND TERMS OF SERIES 2016 BONDS; ADDITIONAL BONDS

SECTION 2.01. Authorized Bonds and Amount of Series 2016 Bonds. No Bonds may be issued hereunder except in accordance with this Article. The total authorized principal amount of Series 2016 Bonds which shall be issued under the provisions of this Trust Agreement is \$2,000,000. The District may issue, sell and deliver one or more series of Additional Bonds for the purposes, upon satisfaction of the conditions and in the manner provided herein.

SECTION 2.02. Issuance of Series 2016 Bonds. It is determined to be necessary to, and the District shall, issue, sell and deliver \$2,000,000 aggregate principal amount of "*Rio Nuevo Multipurpose Facilities District Lease Revenue Bonds, Series 2016 (Greyhound Project)*." The Series 2016 Bonds shall be issuable either as fully registered Book-Entry Form Bonds, or registered in the name of the Purchaser, substantially as set forth in Exhibit A hereto; shall mature and bear interest as follows:

Maturity Date (July 1)	Principal Amount	Interest Rate	Maturity Date (July 1)	Principal Amount	Interest Rate

* Term bond

The Series 2016 Bonds shall be numbered in such manner as determined by the Trustee in order to distinguish each Series 2016 Bond from any other Bond; shall be in the denominations of \$5,000 and any integral multiple thereof; shall be dated as of the date of their initial issuance; and shall bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date, until paid. Interest shall be payable semiannually on July 1 and January 1 of each year, commencing July 1, 20__ at the rates set forth above (on the basis of a 360-day year of twelve 30-day months).

SECTION 2.03. Delivery of Series 2016 Bonds.

(a) Upon the execution and delivery hereof, and satisfaction of the conditions established by the District for delivery of the Series 2016 Bonds, the District shall execute the Series 2016 Bonds and deliver them to the Trustee. Thereupon, the Trustee shall authenticate the Series 2016 Bonds and deliver them to, or on the order of, the Original Purchaser thereof, as directed by the District in accordance with this Section 2.03.

(b) Prior to delivery by the Trustee of any Series 2016 Bonds, there shall have been received by the Trustee a request and authorization to the Trustee on behalf of the District, signed by the Chair or the Secretary, to authenticate and deliver the Series 2016 Bonds to, or on the order of, the Original Purchaser upon payment to the Trustee of the amounts specified therein (including without limitation, any accrued interest), which amounts shall be deposited as provided in Article V hereof.

SECTION 2.04. Issuance and Delivery of Additional Bonds.

(a) The District may issue Additional Bonds from time to time for any purpose permitted herein. The Series 2016 Bonds are not considered Additional Bonds for any purpose of this Trust Agreement.

(b) Additional Bonds shall be on a parity with the Series 2016 Bonds and any Additional Bonds hereafter issued and then outstanding, as to the assignment to the Trustee of the right, title and interest of the District in the Lease and moneys in the accounts of the funds created hereby; provided, that nothing herein shall prevent payment of Bond Service Charges on any series of Additional Bonds from (i) being otherwise secured and protected from sources or

by property or instruments not applicable to the Series 2016 Bonds and any one or more series of Additional Bonds or (ii) not being secured or protected from sources or by property or instruments applicable to the Series 2016 Bonds or one or more series of Additional Bonds.

(c) The issuance of such Additional Bonds is subject to the following specific conditions which are hereby made conditions precedent to the issuance of such Additional Bonds:

(i) such Additional Bonds shall have been authorized to finance or refinance the cost of acquiring, constructing, reconstructing or improving buildings, equipment, and other real and personal properties as a Mass Commuting Facility or other mass transit related activities by and for leasing to Greyhound or its agencies or instrumentalities provided that such financing or refinancing is related to the Special Facility, or for refinancing or advance refunding of Bonds and the issuance thereof as shall have been determined and declared by the District, by appropriate resolution, to be necessary for that purpose;

(ii) the District shall be in compliance with all covenants and undertakings set forth in the Lease and in this Trust Agreement, including this Section 2.04, as either or both may have been amended or supplemented;

(iii) the supplement to this Trust Agreement authorizing issuance of such Additional Bonds shall require that the proceeds of the sale thereof shall be applied solely for one or more of the purposes set forth in clause (i) of this subsection (c) and expenses and costs incidental thereto, including costs and expenses incident to the issuance and sale of such Additional Bonds and the costs of any premium relating to any insurance policy on the Additional Bonds, or any Qualified Surety Bond or funding any increase in the Reserve Fund due to the issuance of the Additional Bonds and interest on said Additional Bonds during the actual period of any acquisition, construction or improvement of the real and personal properties leased to Greyhound and for a reasonable period of time thereafter;

(iv) the Reserve Fund be increased as necessary to equal the Reserve Requirement applicable after issuance of the Additional Bonds;

(v) evidence of compliance with Section 5.6 of the Lease regarding Parity Subordinate Lien Obligations;

(vi) the supplement to the Lease providing for Rent in amounts sufficient to pay the Additional Bonds;

(vii) the purpose of the Additional Bonds must be in compliance with Title 28, Chapter 25, Article 8 of the Arizona Revised Statutes, as amended;

(viii) the purpose of the Additional Bonds must be in compliance with federal tax law requirements to operate a type of facility that constitutes a Mass Commuting Facility;

(ix) the obligation to make payments on the Additional Bonds from Lease Revenues shall not be subject to acceleration for any reason and such payments shall not be made immediately due and payable prior to their scheduled due date;

(x) before the Trustee shall authenticate and deliver any Additional Bonds, the following items shall have been received by the Trustee:

(A) Original executed counterparts of any amendments or supplements to the Lease and this Trust Agreement entered into in connection with the issuance of the Additional Bonds, which are necessary or advisable, in the opinion of nationally recognized bond counsel, to provide that the Additional Bonds will be issued in compliance with the provisions of this Trust Agreement and to increase the amount of the Rent due under the Lease to pay the additional debt service requirements for the Additional Bonds.

(B) A copy of the Bond Resolution, certified by the Chair or the Secretary.

(C) A request and authorization to the Trustee on behalf of the District, signed by the Chair or the Secretary, to authenticate and deliver the Additional Bonds to, or on the order of, the Original Purchaser thereof upon payment to the Trustee of the amount specified therein (including without limitation, any accrued interest and any reserve requirement, which amount shall be deposited as provided in the applicable Bond Resolution or Supplement).

(D) The written opinion of counsel, who may be counsel for the District to the effect that: (1) the documents submitted to the Trustee in connection with the request then being made comply with the requirements hereof; (2) the issuance of the Additional Bonds has been duly authorized; and (3) all conditions precedent to the delivery of the Additional Bonds have been fulfilled.

(E) A written opinion of nationally recognized bond counsel (who also may be the counsel to which reference is made in paragraph D above), to the effect that: (1) when executed for and in the name and on behalf of the District and when authenticated and delivered by the Trustee, those Additional Bonds will be valid and legal special obligations of the District in accordance with their terms and will be secured hereunder equally and, except as otherwise provided in this Section and in the Supplement authorizing such Additional Bonds, on a parity with all other Bonds of any

series at the time outstanding hereunder as to the assignment to the Trustee of the right, title and interest of the District in the Lease and moneys in the accounts of the funds created hereby (except as to any provision made by or pursuant to Sections 4.06, 5.09 or 5.10 hereof) and the moneys and investments therein to provide for payment of Bond Service Charges on the Bonds; and (2) the issuance of the Additional Bonds will not result in the interest on the Bonds outstanding immediately prior to that issuance becoming subject to federal income taxation.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth herein, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds.

(d) When (i) the documents listed above have been received by the Trustee and (ii) the Additional Bonds have been executed and authenticated, the Trustee shall deliver the Additional Bonds to or on the order of the Original Purchaser thereof, but only upon payment to the Trustee of the specified amount (including without limitation, any accrued interest) set forth in the request and authorization to which reference is made in clause C of subsection (c)(v) above.

ARTICLE III

TERMS OF BONDS GENERALLY

SECTION 3.01. Form of Bonds.

(a) The Series 2016 Bonds and any Additional Bonds (including the Forms of Certificate of Authentication, and Assignment) shall be substantially in the form set forth in Exhibit A hereto with, in the case of Additional Bonds, any omissions, insertions and variations which may be authorized or permitted by the Bond Resolution authorizing, or the Supplement entered into in connection with, those Additional Bonds, all consistent herewith. The Bonds may be issued as Book-Entry Bonds as provided in subsection (e) of this Section or be registered in the name of the Purchaser.

(b) All Bonds shall be in fully registered form in the denomination of \$5,000 or any integral multiple thereof, and, except as provided in Section 3.05 hereof, the Owner of a Bond shall be regarded as the absolute owner thereof for all purposes hereof.

(c) The Bonds of one series shall bear any designations which may be necessary or advisable to distinguish them from Bonds of any other series. The Bonds shall be negotiable

instruments, and shall express the purpose for which they are issued and any other statements or legends which may be required by law.

(d) Pending preparation of definitive Bonds, or by agreement with the Original Purchaser of all Bonds of any series, the District may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds substantially in the form set forth in Exhibit A hereto, as applicable. Upon request of the District, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

(e) The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the name of the Purchaser of the Bond, or any successor thereto. With respect to any Book-Entry Bonds registered in the Bond Register in the name of the Depository, the Trustee shall have no responsibility or obligation to direct or indirect participants of the Depository or beneficial owners for which the Depository holds Book-Entry Bonds from time to time. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or Bond with respect to (a) the accuracy of the records of the Depository or any direct or indirect participant thereof or any beneficial owner of an Bond with respect to the ownership interest in the Book-Entry Bond, (b) the delivery to any direct or indirect participant or any other person, other than a registered Owner of a Book-Entry Bond as shown in the Bond Register, of any notice with respect to the Book-Entry Bond, including any notice of redemption or (c) the payment to any direct or indirect participant or any other person, other than a registered Owner of a Book-Entry Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Book-Entry Bond. No person other than a registered Owner of a Book-Entry Bond as shown in the Bond Register shall receive a certificate evidencing such Book-Entry Bond.

In the event that (a) the District determines that the Depository is incapable of discharging its responsibilities described herein or (b) the agreement among the District, the Trustee and the Depository shall be terminated for any reason, the District shall notify the Depository of the unavailability through the Depository of Book-Entry Bond and the Book-Entry Bond shall no longer be restricted to being registered in the Bond Register in the name of the Depository. At that time, the District may determine that the Book-Entry Bond shall be registered in the name of and deposited with a successor depository operating a global book-entry system, as may be acceptable to the District, or such depository's agent or designee but, if the District does not select such alternate global book-entry system, then the Book-Entry Bond may be registered in whatever name or names the registered Owners of Book-Entry Bond transferring Book-Entry Bond shall designate, in accordance with the provisions hereof.

SECTION 3.02. Variable Terms. Subject to the provisions hereof, each series of Bonds shall be dated, shall mature in the years and the amounts, shall bear interest at the rate or rates per annum, shall be payable on the dates, shall have the Registrar and Paying Agents, shall be of the denominations, shall be subject to redemption on the terms and conditions and shall have such other terms which are set forth or provided for herein, in the case of the

Series 2016 Bonds, and in this Trust Agreement, in the applicable Bond Resolution and the Supplement in the case of any series of Additional Bonds.

SECTION 3.03. Execution and Authentication of Bonds.

(a) Unless otherwise provided in the applicable Bond Resolution or Supplement, each Bond shall be signed by the Chair and the Secretary in their official capacities (provided that any or all of those signatures may be facsimiles). In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be that officer before the issuance of the Bond, his signature or the facsimile thereof nevertheless shall be valid and sufficient for all purposes, the same as if he had remained in office until that time. Any Bond may be executed on behalf of the District by an officer who, on the date of execution is the proper officer, although on the date of the Bond that person was not the proper officer. In the event any officer of the Board of Directors of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bond, then any member of the Board of Directors may act in the capacity of such officer for the purpose of discharging such obligation or duty.

(b) No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit hereunder unless and until a certificate of authentication, substantially in the form set forth in Exhibit A hereto shall have been signed by the Trustee. The authentication by the Trustee upon any Bond shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and is entitled to the security and benefit hereof. The certificate of the Trustee may be executed by any person authorized by the Trustee, but it shall not be necessary that the same authorized person sign the certificates of authentication on all of the Bonds of a series.

SECTION 3.04. Source of Payment of Bonds. To the extent provided herein and except as otherwise permitted hereby, the Bonds shall be special obligations of the District and the Bond Service Charges thereon shall be payable equally and ratably solely from the Lease Revenues; provided, that payment of Bond Service Charges on any series of Additional Bonds may be otherwise secured and protected from sources or by property or instruments not applicable to the Series 2016 Bonds and any one or more series of Additional Bonds, or not secured and protected from sources or by property or instruments applicable to the Series 2016 Bonds or one or more series of Additional Bonds. Notwithstanding anything to the contrary in the Bond Resolution, the Bonds or this Trust Agreement, the Bonds do not and shall not represent or constitute a debt or pledge of the full faith and credit of the District or of the State or of any political subdivision, municipality or other local agency thereof.

SECTION 3.05. Payment and Ownership of Bonds.

(a) Bond Service Charges shall be payable in lawful money of the United States of America without deduction for the services of the Trustee or any Paying Agent.

(b) So long as the Bonds are Book-Entry-Only Bonds, payment of principal, interest and premium, if any, will be made to the Depository according to the rules of the

Depository. The Trustee shall send an invoice to the District no later than ten Business Days prior to each Interest Payment Date and Principal Payment Date of the amount due as Rent due under the Lease on such date, but failure to send such invoice shall not affect Greyhound's payment obligation.

(c) If the Bonds are not Book-Entry-Only Bonds, the following provisions will apply:

(i) Subject to the provisions of Section 3.09 hereof, (i) the principal of and any premium on any Bond shall be payable when due to an Owner upon presentation and surrender of such Bond at the designated corporate trust office of the Trustee or at the office, designated by the Trustee, of any Paying Agent, and (ii) interest on any Bond shall be paid on each Interest Payment Date by check which the Trustee shall cause to be sent on the Interest Payment Date to the Person in whose name the Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date applicable to that Interest Payment Date on the Register at the address appearing therein. However, and to the extent that the District shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the Person who was the Owner of that Bond (or of one or more Predecessor Bonds) as of the applicable Regular Record Date and when moneys become available for payment of that interest, the Trustee shall, pursuant to Section 8.05, establish a Special Record Date for the payment of that interest which shall be not more than fifteen (15) nor fewer than ten (10) days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of the Special Record Date to be delivered to the Paying Agent and Registrar and mailed by first class mail, postage prepaid, to each Owner at its address as it appears on the registration books for the Bonds not fewer than ten (10) days prior to the Special Record Date and, thereafter, the interest shall be payable to the Persons who are the Owners of the Bonds (or their respective Predecessor Bonds) at the close of business on the Special Record Date.

(ii) On any Bond owned by a securities depository and on written request from any Owner of at least \$1,000,000 aggregate principal amount of Bonds, interest and if arrangements for surrender are made satisfactory to the Trustee, principal and premium, if any, may be paid by wire transfer, in immediately available funds, to an account address in the United States designated by the Owner. The written request must be received at least 20 days before the payment date and may specify that it will remain in effect for subsequent payment dates.

(iii) Subject to the foregoing, each Bond delivered under this Trust Agreement upon transfer thereof, or in exchange for or in replacement of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on that Bond, or which were carried by that Bond.

(iv) Except as provided in this Section and in Sections 3.07(a) and 6.06 hereof, (i) the Owner of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes hereof, (ii) payment of or on account of the Bond Service Charges on any Bond shall be made only to or upon the order of that Owner or its duly authorized attorney in the manner permitted hereby, and (iii) neither the District, the Trustee, the Registrar nor any Paying

Agent shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest thereon, to the extent of the amount or amounts so paid.

SECTION 3.06. Transfer and Exchange of Bonds.

(a) So long as any of the Bonds remain Outstanding, the District shall cause books for the registration and transfer of Bonds, as provided in this Trust Agreement, to be maintained and kept at the designated office of the Registrar.

(b) Book-Entry-Only Bonds or any portion thereof shall not be transferable or exchangeable except:

(A) To any successor of the Depository;

(B) To any new Depository upon (a) the resignation of the then current Depository or its successor from its functions as Depository, or (b) termination of the use of the Depository by the District;

(C) To any Persons who are the assigns of the Depository or its nominee, upon (I) the resignation of the Depository from its functions as Depository hereunder or (II) termination of use of the Depository by the District.

(c) Any Bond, other than a Book-Entry-Only Bond, may be transferred on the Bond Register upon presentation and surrender thereof to the Registrar, together with an assignment duly executed by the Owner or his attorney duly authorized in any form which shall be satisfactory to the Registrar. No transfer of any Bond shall be effective until entered on the Bond Register.

(d) In all cases upon the transfer of a Bond, the Registrar shall enter the transfer of ownership in the Bond Register and shall authenticate and deliver, in the name of the transferee or transferees, a new fully registered Bond or Bonds of the denominations of \$5,000 or any integral multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) of the same aggregate principal amount, maturity and rate of interest as the surrendered Bond, at the earliest practicable time in accordance with the provisions hereof.

(e) The Owner of one or more Bonds, other than Book-Entry Bonds, may, upon request, and upon the surrender to the Registrar of such Bonds, exchange such Bonds for Bonds of other authorized denominations of the same maturity, series, and interest rate together aggregating the same principal amount as the Bonds so surrendered.

(f) The District or the Registrar shall charge the Owner of such Bond, for every such transfer or exchange of an Bond, an amount sufficient to reimburse them for any tax, governmental fee or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Bond shall be delivered. The District will pay all initial registration fees on the Bonds delivered to them or upon the request of

the Original Purchaser. Subsequent Bond Owners shall pay all transfer fees, governmental fees, taxes or charges. The Owner of any Bond will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, wrongfully taken or destroyed Bond.

(g) All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits hereunder as the Bonds surrendered upon transfer or exchange. Neither the District nor the Registrar shall be required to make any exchange or transfer of a Bond during a period (i) from the Regular Record Date to and including the respective Interest Payment Date, or (ii) from fifteen (15) days prior to the selection of the Bonds to be redeemed to and including the date on which notice of redemption is given. The Registrar may, but is not required to, transfer or exchange any Bonds which have been selected for redemption. If the Registrar transfers or exchanges Bonds within the periods referred to above, the interest payment on such Bonds will be made payable to and mailed to the registered owners shown on the Bond Register maintained by the Registrar and Paying Agent as of the close of business on the respective Regular Record Date.

(h) Except as otherwise provided in the Book-Entry-Only System, in case any Bond is redeemed in part only, on or after the redemption date and upon presentation and surrender of the Bond, the District, subject to the provisions of Section 3.09 hereof, shall cause execution of, and the Registrar shall authenticate and deliver, a new Bond or Bonds of the same series in authorized denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date or dates as, the Bond redeemed in part.

(i) The designated office of the Registrar for purposes of this Section shall be established by the Trustee.

SECTION 3.07. Mutilated, Lost, Wrongfully Taken or Destroyed Bonds.

(a) If any Bond is mutilated, lost, wrongfully taken or destroyed, in the absence of written notice to the District or the Registrar that a lost, wrongfully taken or destroyed Bond has been acquired by a bona fide purchaser, the District shall execute, and the Registrar shall authenticate and deliver, a new Bond of like date, maturity and denomination and of the same series as the Bond mutilated, lost, wrongfully taken or destroyed; provided, that (i) in the case of any mutilated Bond, the mutilated Bond first shall be surrendered to the Registrar, and (ii) in the case of any lost, wrongfully taken or destroyed Bond, there first shall be furnished to the Registrar evidence of the loss, wrongful taking or destruction satisfactory to the District, the Trustee and the Registrar, together with indemnity satisfactory to the Trustee and the Registrar.

(b) If any lost, wrongfully taken or destroyed Bond shall have matured, instead of issuing a new Bond, the District may direct the Trustee to pay that Bond without surrender thereof upon the furnishing of satisfactory evidence and indemnity as in the case of issuance of a new Bond. The District, the Registrar and the Trustee may charge the Owner of a mutilated, lost, wrongfully taken or destroyed Bond their reasonable fees and expenses in connection with their actions pursuant to this Section.

(c) Every new Bond issued and authenticated pursuant to this Section by reason of any Bond being mutilated, lost, wrongfully taken or destroyed (i) shall constitute, to the extent of the outstanding principal amount of the Bond lost, mutilated, taken or destroyed, an additional contractual obligation of the District, regardless of whether the mutilated, lost, wrongfully taken or destroyed Bond shall be enforceable at any time by anyone, and (ii) shall be entitled to all of the benefits of this Trust Agreement equally and proportionately with any and all other Bonds issued and outstanding hereunder.

(d) All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, wrongfully taken or destroyed Bonds and, to the extent permitted by law, shall preclude any and all other rights and remedies with respect to the replacement or payment of negotiable instruments or other investment securities without their surrender, notwithstanding any law or statute to the contrary now existing or enacted hereafter.

SECTION 3.08. Safekeeping and Cancellation of Bonds.

(a) Any Bond surrendered pursuant to this Article for the purpose of payment or retirement, or for exchange, replacement or transfer, shall be cancelled upon presentation and surrender thereof to the Registrar, the Trustee or any Paying Agent. Any Bond cancelled by the Trustee or a Paying Agent shall be transmitted promptly to the Registrar by the Trustee or Paying Agent.

(b) The District may deliver at any time to the Registrar for cancellation any Bonds previously authenticated and delivered hereunder, which the District may have acquired in any manner whatsoever. All Bonds so delivered shall be cancelled promptly by the Registrar. Certification of the surrender and cancellation shall be made to the District and the Trustee by the Registrar semiannually during the term hereof, commencing July 1, 2016. Unless otherwise directed by the District, Bonds which have been fully paid and cancelled may be destroyed eighteen (18) months after payment and cancellation. Bonds which have been surrendered for the purpose of exchange, transfer or replacement shall be marked "Cancelled" and retained and stored by the Registrar for a period of six (6) years after their cancellation and may, thereafter, be returned to the District or destroyed. Certificates of any destruction of cancelled obligations (describing the manner thereof) shall be provided by the Registrar to the District and the Trustee at the request of the District.

SECTION 3.09. Special Agreement With Owners.

(a) Notwithstanding any provision hereof or of any Bond to the contrary, with the approval of the District, the Trustee may enter into an agreement with any Owner providing for making all payments to that Owner of principal of and interest and any premium on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided herein and in the Bond, without presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee and the District; provided, that payment in any event shall be made to the Person in whose name a Bond shall be registered on the Bond Register, with respect to payment of principal and premium, on

the date such principal and premium is due, and, with respect to the payment of interest, as of the applicable Regular Record Date or Special Record Date, as the case may be.

(b) Upon request, the Trustee will furnish a copy of each of those agreements, certified to be correct by an officer of the Trustee, to the Registrar and the District. Any payment of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Trust Agreement.

ARTICLE IV

REDEMPTION OR PURCHASE OF BONDS

SECTION 4.01. Redemption or Purchase of Series 2016 Bonds. The Bonds shall be subject to optional and mandatory redemption.

SECTION 4.02. Terms of Redemption.

(a) Series 2016 Bonds.

(i) Optional Redemption. The Series 2016 Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity. The Series 2016 Bonds maturing on or after July 1, 20__ are subject to optional redemption prior to maturity at the option of the District, from any available funds, in whole or in part, in denominations of \$5,000 or integral multiples thereof from maturities selected by the District and by lot within a maturity, on July 1, 20__, and on any date thereafter by the payment of a redemption price equal to the principal amount of each such Series 2016 Bond called for redemption plus interest accrued to the date fixed for redemption, but without premium.

(ii) Mandatory Redemption. The Series 2016 Bonds maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, by the Depository through the procedures of its book-entry-only system, or if the book-entry only system is not in effect, then by lot by the Trustee, on July 1 of the following years, and in the following principal amounts, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__ (Maturity)	

The Series 2016 Bonds maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, by the Depository through the procedures of its book-entry-only system, or if the book-entry only system is not in effect, then by lot by the Trustee, on July 1 of the following years, and in the following principal amounts, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

<u>Year</u>	<u>Principal Amount</u>
20	\$
20	
20 (Maturity)	

(iii) Whenever Series 2016 Bonds subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or are delivered to the Registrar for cancellation, the principal amount of the Series 2016 Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity as designated by the District; *provided, however*, that following such reduction each mandatory redemption requirement is an integral multiple of \$5,000. Such option must be exercised on or before the 60th day preceding the applicable Redemption Date, by furnishing the Trustee a certificate setting forth the extent of the credit to be applied with respect to the then current mandatory redemption requirement. If the certificate is not timely furnished, the mandatory redemption requirement will not be reduced.

(iv) Extraordinary Mandatory Redemption. The Series 2016 Bonds shall be subject to special mandatory redemption prior to maturity on any date selected by the District not later than 180 days after the occurrence of a Determination of Taxability at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium. Any such special mandatory redemption shall be in whole unless it is finally determined as evidenced by an opinion of Bond Counsel delivered and addressed to the District and the Trustee that less than all of the Series 2016 Bonds may be redeemed without adversely affecting the exclusion of interest on the remaining Series 2016 Bonds from gross income for federal income tax purposes, in which case only the principal amount of Series 2016 Bonds indicated in such opinion need be redeemed.

If the Trustee receives written notice from any Owner stating that (i) the Owner has been notified in writing by the Internal Revenue Service that it proposes to include the interest on any Series 2016 Bond in the gross income of such Owner for the reasons stated in the definition of "Determination of Taxability" set forth herein or any other proceeding has been instituted against such owner which may lead to a Final Determination, and (ii) such Owner will afford the District the opportunity to contest the same, either directly or in the name of the Owner, until a conclusion of any appellate review, if sought, then the Trustee shall promptly give notice thereof to the District and to the Owner of Series 2016 Bonds then Outstanding. If a Final Determination thereafter occurs, the Trustee shall make demand for prepayment of the unpaid Bond Service Charges or necessary portions thereof from the District and give notice of the special mandatory redemption of the appropriate amount of Series 2016 Bonds on the date selected by the District within the required period of 180 days. In taking any action or making any determination under this Section 4.02(iv), the Trustee may conclusively rely on an opinion of counsel.

(v) Extraordinary Optional Redemption. The Series 2016 Bonds shall be subject to redemption in whole prior to maturity at the option of the District if any part of the Special Facility is Destroyed or Condemned (as described in Sections 12.01 and 12.02 herein) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

(b) Additional Bonds. Additional Bonds shall be subject to redemption as provided in the applicable Supplement.

SECTION 4.03. Partial Redemption. If fewer than all of the outstanding Bonds of a series that are stated to mature on different dates are to be redeemed at one time, those Bonds which are to be redeemed shall be redeemed in any order of the maturities of the Bonds of that series to be redeemed requested by the District. If fewer than all of the Bonds of a single maturity of a series are to be redeemed, the selection of Book-Entry-Only Bonds of that maturity to be redeemed shall be made by the Depository. For other Bonds, selection of Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by lot or such other manner selected by the Trustee. In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by a Bond are to be redeemed, then upon notice of redemption of a \$5,000 unit or units, the Owner of that Bond shall surrender the Bond to the Trustee (i) for payment of the redemption price of the \$5,000 unit or units of face value to be redeemed, and (ii) for issuance, without charge to the Owner thereof, of a new Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

SECTION 4.04. District's Election to Redeem. The District will redeem any Bonds subject to redemption. The District shall give written notice to the Trustee. In the event that notice of redemption shall have been given by the Trustee to the Owners as provided in Section 4.05 hereof, if there has not been deposited with the Trustee prior to the redemption date, funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds for which notice of redemption has been given then such redemption shall be cancelled and of no effect and notice of cancellation shall be sent in the manner and to the persons that notice of redemption had been sent.

SECTION 4.05. Notice of Redemption.

(a) The notice of redemption of Bonds, if required, shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice will also state whether the funds necessary for the redemption are on deposit with the Trustee or whether the redemption is conditional on such funds being deposited prior to the date set for redemption.

SECTION 4.06. Payment of Redeemed Bonds.

(a) If notice is mailed as provided in Section 4.05 hereof, the Bonds and portions thereof to be redeemed shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice and shall be paid at the redemption price, plus interest accrued to the redemption date.

(b) If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, are held by the Trustee or any Paying Agent on the redemption date, so as to be available therefor on that date and, if notice of redemption shall have been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof to be redeemed shall cease to bear interest and no longer shall be considered to be outstanding hereunder. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, the redemption shall be cancelled and of no effect and those Bonds and portions thereof shall continue to bear interest until they are paid, at the same rate as they would have borne had they not been called for redemption.

(c) All moneys deposited in the Bond Retirement Fund and held by the Trustee or a Paying Agent for the redemption of particular Bonds shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

SECTION 4.07. Variation of Redemption Provisions. The provisions of this Article IV, insofar as they apply to the issuance of any series of Additional Bonds, may be varied by the Supplement providing for that series.

SECTION 4.08. Purchase of Bonds. Notwithstanding the foregoing, if at any time there is money in the Bond Retirement Fund and any of the outstanding Bonds payable from such Bond Retirement Fund may be purchased in the open market at a net cost to the District which would be less than the cost of redeeming such Bonds under the provisions of this Article (or, prior to the time such Bonds may be redeemed, at a price equal to or below par), the District, from time to time, may cause the Trustee to purchase so many of such Bonds as the District shall designate and to pay therefor from the Bond Retirement Fund, to the extent of the funds in such Fund. The Bonds so purchased shall be cancelled by the Trustee in accordance with the provisions of Section 3.08 hereof.

ARTICLE V

**PROVISIONS AS TO FUNDS
AND PAYMENTS**

SECTION 5.01. Establishment of Funds. There are hereby ordered established by the District and maintained as separate deposit accounts (except when invested as

hereinafter set forth) in the custody of the Trustee, the following trust funds: (i) Bond Retirement Fund, comprised of the Interest Account and the Principal Account; (ii) Reserve Fund; and (iii) Acquisition and Construction Fund. Notwithstanding the foregoing, additional funds and accounts may be created in any Supplement including, without limitation, funds for construction or acquisition of improvements and additions to the Special Facility.

SECTION 5.02. Application of Series 2016 Bond Proceeds. The District shall deposit with the Trustee all of the proceeds of the Series 2016 Bonds and net of underwriters' compensation and upon receipt of such proceeds the Trustee, shall:

(a) Deposit to the credit of the Interest Account, \$_____, of which \$_____ is capitalized interest, representing a portion of the proceeds of the Series 2016 Bonds to be used to pay interest on the Series 2016 Bonds on the _____, 20____, _____, 20__ and _____, 20__, Interest Payment Dates; and

(b) Deposit to the Reserve Fund the sum of \$_____.

(c) Deposit to the Acquisition and Construction Fund the sum of \$_____.

SECTION 5.03. Disbursements From Acquisition and Construction Fund.

(a) The Trustee shall hold the moneys in the Acquisition and Construction Fund for the benefit of the District to pay the Delivery Costs and Costs of Acquisition, upon written order executed and delivered to the Trustee from the District Representative directing such disbursements as follows:

(i) In the case of payment of Delivery Costs, the Trustee shall disburse moneys in the Acquisition and Construction Fund only upon a requisition signed by an District Representative in a form substantially similar to the Payment Request Form attached hereto as Exhibit B or the Reimbursement Request Form attached hereto as Exhibit C, on which the Trustee shall be entitled to conclusively rely, without investigation, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Acquisition and Construction Fund.

(ii) In the case of payment of the Costs of Acquisition, the Trustee shall disburse moneys in the Acquisition and Construction Fund only upon a requisition signed by an District Representative, on which the Trustee shall be entitled to conclusively rely, without investigation, setting forth the amounts to be disbursed for payment or reimbursement of Costs of Acquisition in a form substantially similar to the Payment Request Form attached hereto as Exhibit B or the Reimbursement Request Form attached hereto as Exhibit C.

(b) The Trustee shall be responsible for holding the moneys in the Acquisition and Construction Fund and the payment thereof in accordance with this Section. Upon the filing with the Trustee of a certificate of a District Representative stating that all of the Delivery Costs and Costs of Acquisition have been paid, the Trustee shall transfer to the Bond Retirement Fund the balance of moneys remaining in the Acquisition and Construction Fund and the Trustee shall apply such moneys to the next Bond Service Charges. The Trustee shall provide notice of and the amount of such transfer to the District. Additionally, when the Trustee sends the District an invoice pursuant to Section 3.05(b) hereof, the invoice shall reflect the corresponding reduction in Rent due under the Lease.

SECTION 5.04. Payment of Rent to Trustee for Payment of the Series 2016 Bonds. In order to ensure that the District has the funds to pay the principal and interest due on the Series 2016 Bonds and to deposit the required funds into the Reserve Fund, Greyhound shall wire the Rent due under the Lease to the Trustee and the Trustee shall credit such moneys to the Bond Retirement Fund and the Reserve Fund in accordance with Section 5.05 below and the Deed of Trust and Assignment of Rents and Grants dated _____, between the Trustee and the District.

SECTION 5.05. Flow of Funds. The Trustee shall transfer to the Bond Retirement Fund and the Reserve Fund the following amounts at the time and in the manner hereinafter provided for, applying money in the Bond Retirement Fund, to the extent available, in the following order of priority, to wit:

(i) Interest Account: On each Interest Payment Date, the Trustee shall deposit in the Interest Account an amount equal to the amount of the interest becoming due and payable on the outstanding Bonds on the next Interest Payment Date, and each such deposit shall be made so that adequate moneys for the payment of interest will be available in such account on each date that interest payments are to be made hereunder. Money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable.

(ii) Principal Account: On each Principal Payment Date, the Trustee shall deposit in the Principal Account an amount equal to the amount of the principal becoming due and payable on the Outstanding Bonds on the next Principal Payment Date, and each such deposit shall be made so that adequate moneys for the payment of principal will be available in such account on each date that principal payments are to be made hereunder. Money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as each amount shall become due and payable.

(iii) Reserve Fund: On January 1 and July 1, the Trustee shall deposit in the Reserve Fund any moneys received by the Trustee for deposit therein pursuant to this Trust Agreement. Money in the Reserve Fund shall be used and withdrawn by the Trustee pursuant to Section 5.06.

(iv) District: Money in excess of the amount necessary to meet the requirements of the Bond Retirement Fund and the Reserve Fund shall be transferred the District.

SECTION 5.06. Reserve Fund.

(a) All moneys at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of Bonds for which the Reserve Fund has been funded, and applied solely as provided herein. Initially, there shall be deposited in the Reserve Fund the Reserve Requirement; provided, however, the Reserve Requirement for the Series 2016 Bonds shall not exceed \$_____. Moneys in the Reserve Fund shall be held in trust as a reserve for the payment when due of all Bond Service Charges.

If on January 1 or July 1 the moneys available in the Bond Retirement Fund do not equal the amount of the Bond Service Charges then due and payable on such January 1 or July 1 with respect to the Outstanding Bonds, the Trustee shall apply the moneys available in the Reserve Fund to remedy such deficiencies by transferring the amount necessary for this purpose to the Bond Retirement Fund. Upon receipt of any delinquent rental payment with respect to which moneys have been advanced from the Reserve Fund, such rental payment shall be deposited in the Reserve Fund pursuant to Section 5.05 to the extent necessary to equal the Reserve Requirement. Transfers from the Reserve Fund to the Bonds Retirement Fund shall not result in a credit or reduction of Greyhound's obligation to pay the Rent.

(b) If amounts in the Reserve Fund and the Bond Retirement Fund (excluding amounts required for payment of the Bond Service Charges with respect to the Bonds not presented for payment) are sufficient to pay all Outstanding Bonds, including all Bond Service Charges, the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Bond Retirement Fund and shall thereafter use such amounts to pay the Bonds and pay all remaining Bond Service Charges. The Trustee shall provide notice of and the amount of such transfer to the District. Additionally, when the Trustee sends the District an invoice pursuant to Section 3.05(b) hereof, the invoice shall reflect the corresponding reduction in Rent due under the Lease. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Bonds, or upon provision for such payment as provided in Article X hereof, shall be withdrawn by the Trustee and returned to the District.

(c) The Reserve Fund shall be valued at the following times: (i) as of the initial issuance of Bonds; (ii) each December 1 and June 1; and (iii) immediately after a Reserve Fund draw down occurs which transfers moneys or investments to the Bond Retirement Fund to cover an insufficiency therein. The Trustee shall promptly notify the District of the amount of any deficiency from the Reserve Requirement.

(d) The District may present a Qualified Surety Bond for deposit into the Reserve Fund or in exchange for the moneys and investments then on deposit in the Reserve Fund. The District agrees to comply with the terms and provisions of the agreement pertaining to the issuance and reimbursement of the Qualified Surety Bond. The Qualified Surety Bond (if

other than a surety bond or insurance policy issued by a bond insurer) and the Qualified Surety Issuer (if other than a bond insurer) shall comply with the following:

1. A surety bond or insurance policy by a company licensed to issue an insurance policy guaranteeing the timely payment of Debt Service on the Bonds (a "municipal bond insurer") may be deposited in the Reserve Fund to meet the Reserve Requirement if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa" by S&P or Moody's, respectively.
2. A surety bond or insurance policy by an entity other than a municipal bond insurer may be deposited in the Reserve Fund to meet the Reserve Requirement.
3. An unconditional irrevocable letter of credit by a bank may be deposited in the Reserve Fund to meet the Reserve Requirement if the issuer thereof is rated at least "AA" by S&P. The letter of credit shall be payable in one or more draws upon presentation by the Trustee of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the applicable obligations. The draws shall be payable within two Business Days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify the District and the Trustee, not later than 12 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.
4. If such notice indicates that the expiration date shall not be extended, the District shall deposit in the Reserve Fund an amount sufficient to cause the cash or permitted investments on deposit in the Reserve Fund together with any other Qualified Surety Bond, to equal the Reserve Requirement on all outstanding Bonds, such deposit to be paid in equal installments on at least a semi-annual basis over the remaining term of the letter of credit, unless the Qualified Surety Bond is replaced by a Qualified Surety Bond meeting the requirements in any of 1-2 above. The letter of credit shall permit a draw in full not less than two weeks prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The Trustee is directed to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Reserve Fund is fully funded in its required amount.
5. The use of any Qualified Surety Bond pursuant to this Section 5.06(d) shall be subject to receipt of an opinion of counsel as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally and as to the Qualified Surety Bond meeting the requirements set forth in this Trust Agreement, and, in the event the issuer of such credit instrument is not

a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the Bond Counsel. In addition, the use of an irrevocable letter of credit shall be subject to receipt of an opinion of counsel to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the District (or any other account party under the letter of credit).

6. Notwithstanding any other provision of this Trust Agreement or of the Lease, the obligation to reimburse the issuer of a Qualified Surety Bond for any fees, expenses, claims or draws upon such Qualified Surety Bond shall be subordinate to the payment of Debt Service on the Bonds. The right of the issuer of a Qualified Surety Bond to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Fund, and, subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Reserve Fund. The Qualified Surety Bond shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Qualified Surety Bond to reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Qualified Surety Bond and the amount then available for further draws or claims. If (a) the issuer of a Qualified Surety Bond becomes insolvent or (b) the issuer of a Qualified Surety Bond defaults in its payment obligations thereunder or (c) the claims-paying ability of the issuer of the insurance policy or surety bond falls below a S&P "AAA" or a Moody's "Aaa" or (d) the rating of the issuer of the Qualified Surety Bond falls below a S&P "AA", the obligation to reimburse the issuer of the Qualified Surety Bond shall be subordinate to the cash replenishment of the Reserve Fund.
7. If (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (b) the rating of the claims paying ability of the Qualified Surety Issuer of the surety bond or insurance policy falls below a S&P "AAA" or a Moody's "Aaa" or (c) the rating of the issuer of the letter of credit falls below a S&P "AA" the District shall either (i) deposit into the Reserve Fund an amount sufficient to cause the cash or Eligible Investments on deposit in the Reserve Fund to equal the Reserve Requirement on all outstanding Bonds, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a surety bond, insurance policy or letter of credit meeting requirements in any of 1-3 above within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the

issuer of the surety bond or insurance policy falls below "A" or (b) the rating of the issuer of the letter of credit falls below "A" or (c) the issuer of the Qualified Surety Bond defaults in its payment obligations or (d) the issuer of the Qualified Surety Bond becomes insolvent, the District shall either (i) deposit into the Reserve Fund an amount sufficient to cause the cash or Eligible Investments on deposit in the Reserve Fund to equal to Reserve Requirement on all outstanding Bonds, such amount to be paid over the ensuing year in equal installments on at least a monthly basis or (ii) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of 1-3 above within six months of such occurrence.

8. Where applicable, the amount available for draws or claims under the Qualified Surety Bond may be reduced by the amount of cash or Eligible Investments deposited in the Reserve Fund pursuant to clauses (c)(i) or (d)(ii) of the preceding subparagraph 7.
9. If the District chooses the above-described alternatives to a cash-funded Reserve Fund, any amounts owed by the District to the issuer of such credit instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of Debt Service on the Bonds requirements required to be made pursuant to this Trust Agreement or the Lease for any purpose, e.g., rate covenant or additional bonds test.
10. The Trustee shall ascertain the necessity for a claim or draw upon the Qualified Surety Bond and provide notice to the issuer of the Qualified Surety Bond in accordance with its terms not later than three Business Days (or such longer period as may be necessary depending on the permitted time period for honoring a draw under the Qualified Surety Bond) prior to each Interest Payment Date.
11. Cash on deposit in the Reserve Fund shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Qualified Surety Bond. If and to the extent that more than one Qualified Surety Bond is deposited in the Reserve Fund, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

(e) Each Supplement pertaining to the issuance of any Additional Bonds shall require that the Trustee shall receive a Qualified Surety Bond or a cash deposit into the Reserve Fund in an amount equal to the amount required to cause the Reserve Fund to equal the Reserve Requirement immediately after issuance of the Additional Bonds. No deposit need be made into the Reserve Fund if the money, investments and amount of the Qualified Surety Bond contained therein is at least equal to an amount equal to such Reserve Requirement.

(f) If on any valuation date (as set forth in Section 5.06(c) hereof) the amount in the Reserve Fund exceeds the Reserve Requirement and if the District is not then in default under the Trust Agreement, the Trustee shall withdraw the amount of any such excess from such fund and shall deposit such amount in the Bond Retirement Fund. Except for such withdrawals, all money in the Reserve Fund shall be used and withdrawn solely for the purpose of paying the interest on or principal of the Series 2016 Bonds and any Additional Bonds in the event that no other money of the District is available therefor, or for the retirement of all the Series 2016 Bonds and any Additional Bonds then outstanding.

SECTION 5.07. Investment of Funds. At the written direction of the District Representative, substantially all money in any of the funds to be established by the Trustee pursuant to this Article V, so long as Greyhound is not in default under the Lease, shall be invested and reinvested by the Trustee in Eligible Investments, unless otherwise provided. Rental Payments received from Greyhound shall be invested only in U.S. treasury obligations or cash. Such investments of moneys shall mature or be redeemable at the option of the holder at the times and in the amounts necessary to provide moneys to pay Bond Service Charges as they become due at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements. Except as otherwise provided in this Article V, any interest, profit or loss on investments made pursuant to this Section 5.07 shall be credited or charged to the Fund to which such interest, profit or loss relates. At any time that Greyhound is in default under the Lease, substantially all money in any of the funds to be established by the Trustee pursuant to this Article V shall be invested and reinvested by the Trustee at the written direction of the District in Eligible Investments. Eligible Investments attributable to moneys in the Reserve Fund shall not have maturities extending beyond five (5) years.

In order to provide the information necessary for the District to comply with the provisions of the Code relating to rebate, the Trustee agrees to maintain records with respect to each and every investment of the moneys in the funds and accounts established pursuant hereto. Records of all investments shall include (i) purchase date, (ii) purchase price, (iii) any accrued interest paid, (iv) face amount, (v) coupon rate, (vi) periodicity of interest payments, (vii) disposition price, (viii) any accrued interest received, and (ix) disposition date. The Trustee shall not invest any cash held by it hereunder in the absence of timely and specific written direction from the District. In no event shall the Trustee be liable for the selection of investments or for investment losses incurred thereon. The Trustee shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the District to provide timely written investment direction. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Trust Agreement. The Trustee may conclusively rely upon such written direction from the District as to both the suitability and legality of the directed investments. The District acknowledges that regulations of the Comptroller of the Currency grant the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the District specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

SECTION 5.08. Limitation of Investment Yield. In the event the District (while it is directing investments) or nationally recognized bond counsel is of the opinion that it

is necessary to restrict or limit the yield on the investment of any money paid to or held by the Trustee hereunder in order to avoid the Bonds, or any of them, being considered "arbitrage bonds" within the meaning of Section 148 of the Code, the District or nationally recognized bond counsel, as the case may be, may issue to the Trustee a written certificate or other instrument to such effect (along with appropriate instructions), in which event the Trustee, with the cooperation of the District will take such action as has been reasonably directed by any such parties so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate or other instrument.

SECTION 5.09. Moneys to Be Held in Trust. Except where moneys have been deposited with or paid to the Trustee pursuant to an instrument restricting their application to particular Bonds, all moneys required or permitted to be deposited with or paid to the Trustee or any Paying Agent under any provision hereof, the Lease and any investments thereof, shall be held by the Trustee or that Paying Agent in trust. Except for (i) moneys deposited with or paid to the Trustee or any Paying Agent for the redemption of Bonds, notice of the redemption of which shall have been duly given, and (ii) moneys held by the Trustee pursuant to Section 5.10 hereof, all moneys described in the preceding sentence held by the Trustee or any Paying Agent shall be subject to the lien hereof while so held.

SECTION 5.10. Non-presentment of Bonds and Payment of Unclaimed Amounts.

(a) In the event that any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, either at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements, or a check for interest is uncashed, if moneys sufficient to pay the principal then due of that Bond or of such check shall have been made available to the Trustee for the benefit of its Owner, all liability of the District to that Owner for such payment of the principal then due of the Bond or of such check thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold those moneys, without liability for interest thereon, in a separate account for the exclusive benefit of the Owner, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part under this Trust Agreement or on, or with respect to, the principal then due of that Bond or of such check.

(b) Any of those moneys which shall be so held by the Trustee, and which remain unclaimed by the Owner of an Bond not presented for payment or check not cashed for a period of two years and six months after the due date thereof (subject to applicable escheat law), shall be paid to the District free of any trust or lien. Thereafter, the Owner of that Bond shall look only to the District for payment and then only to the amounts so received by the District without any interest thereon, and the Trustee shall not have any responsibility with respect to those moneys.

ARTICLE VI

PLEDGE; PROTECTION OF LIEN AND TAX COVENANTS

SECTION 6.01. Pledge. The Series 2016 Bonds are payable from a pledge of, and secured by a lien on, the Lease Revenues as may be necessary for its prompt and punctual payment on parity with the pledge of the Lease Revenues to the payments due on any Additional Bonds as provided herein. Said pledge of, and said lien on, the Lease Revenues is hereby irrevocably made and created by the District for the prompt and punctual payment of principal and interest due on the Series 2016 Bonds according to their terms. None of the Bonds shall be entitled to priority or distinction one over the other in the application of the Lease Revenues hereby pledged to the payment thereof, regardless of the issue of the Bonds in series, or the delivery of any of the Bonds prior to the delivery of any other of the Bonds of said series, or regardless of the time or times the Bonds mature or are called for redemption prior to maturity or otherwise. All of the Bonds are co-equal as to the pledge of and lien on the Lease Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Lease Revenues or security therefor.

So long as any of the Bonds remain outstanding, and the principal of and interest thereon are unpaid or unprovided for, the District covenants herein that it will not further pledge or encumber Lease Revenues on a basis senior or superior to the pledge of Lease Revenues providing security therefor.

SECTION 6.02. Protection of Lien. The Trustee and the District hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the District agree that no obligations the payment of which is secured by a superior or equal claim on or interest in property or revenues pledged hereunder will be issued by either except in lieu of, or upon transfer of registration or exchange of, any Bond as provided herein and except for Additional Bonds.

SECTION 6.03. Arbitrage Covenant. The District hereby covenants with the Owners of the Series 2016 Bonds that it will make no use of the proceeds of the Series 2016 Bonds or other moneys which would cause the Series 2016 Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended.

SECTION 6.04. General Tax Covenants. In consideration of the acceptance and execution of this Trust Agreement by the Trustee and the purchase by the Owners of Series 2016 Bonds, from time to time, and in consideration of retaining the exclusion of the interest income on the Series 2016 Bonds from gross income for federal income tax purposes, and as authorized by Title 28, Chapter 24, Article 8, Arizona Revised Statutes, as amended, the District covenants, and the appropriate officials of the District are hereby directed, to take all action required, or to refrain from taking any action prohibited, by the Internal Revenue Code of 1986, as amended, the District covenants with the Trustee and the Series 2016

Bondholders from time to time to neither take nor fail to take any action, which action or failure to act is within its power and District and would result in the interest income on the Series 2016 Bonds to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of this Trust Agreement or such laws as they may be modified or amended.

The District agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the Series 2016 Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to this Trust Agreement; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to this Trust Agreement; and limiting the use of the proceeds of this Trust Agreement and property financed thereby.

In the event that the District is required to rebate its earnings and profits from the investment of the Series 2016 Bonds, the Trustee shall establish a separate "Arbitrage Rebate Fund". The Arbitrage Rebate Fund shall be held separate and apart from all other funds and accounts held by the Trustee. The Arbitrage Rebate Fund shall be funded with earnings and profits from the investment of the Series 2016 Bond proceeds on an annual basis. The District will compute, or engage professionals to compute, the exact amount of earnings which need to be deposited into the Arbitrage Rebate Fund no later than sixty (60) days before each anniversary of the Series 2016 Bond execution and delivery. The District shall provide the Trustee with copies of such computations.

No later than sixty (60) days after each fifth anniversary of the Series 2016 Bond execution and delivery, upon receipt from the District, the Trustee shall file a completed Form 8038-T, if required, and remit the payment required by Code Section 148(f)(3), as directed by the District with the Internal Revenue Service Center, Ogden, Utah 84201. Such payment shall be from moneys contained in the Arbitrage Rebate Fund. In addition, upon the payment of the last Series 2016 Bond, upon receipt from the District, the Trustee shall file, within sixty (60) days after the last redemption, a completed Form 8038-T and remit, as directed by the District, the final payment as required by Code Section 148(f)(3). In the event there is insufficient moneys in the Arbitrage Rebate Fund to make a payment when due, the District shall pay to the Trustee from money lawfully available therefor the amount necessary to provide the Trustee with an amount sufficient to make such payment when due.

The District recognizes that Section 149(a) of the Code requires the Series 2016 Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Series 2016 Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Series 2016 Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 6.05. Specific Tax Covenants Regarding Exempt Facility Mass Transit Bonds. The District hereby covenants as follows:

- a. 95% or more of the net proceeds of the Series 2016 Bonds were used to acquire, construct and equip the Special Facility.
- b. The District will not nor allow the Lessee or its sublessees to make an irrevocable election (binding on the Lessee and all successors in interest or sublessee and all successors in interest) to claim depreciation or an investment credit with respect to the Special Facility.
- c. The terms of any sublease to a private party shall not be more than 80% of the reasonably expected economic life of the Special Facility.
- d. Neither the Lease nor does the Lessee permit Greyhound to purchase the Special Facility.
- e. No portion of the Special Facility includes any office space except to the extent that
 - (i) The office is located in the Special Facility; and
 - (ii) Not more than a de minimus amount of the functions to be performed at such office is directly related to the date-to-day operations of the Special Facility.
- f. Any storage or training facilities included within the Special Facility are directly related thereto. The Special Facility does not include any of the following:
 - (i) Any lodging facility;
 - (ii) Any retail facility (including food and beverage facilities) in excess of a size necessary to serve passengers and employees at the Special Facility;
 - (iii) Any retail facility (other than parking) for passengers or the general public located outside the Special Facility;
 - (iv) Any office building for individuals who are not employees of a governmental unit or the operating District for the Special Facility;
 - (v) Any industrial park or manufacturing facility.
- g. 95% or more of the net proceeds of the Series 2016 Bonds are amounts paid or incurred which are chargeable to the Special Facility's capital account or would be so chargeable either with a proper election by taxpayer or but for a proper election by a taxpayer to deduct such amounts.
- h. The Lease provides that the Special Facility will serve the general public and will be available on a regular basis for general public use and will not constructed for the exclusive

use of a limited number of non-exempt persons in their trades or businesses. The Special Facility will be used as a Mass Commuting Facility as defined in Section 1.01.

i. The Special Facility includes any land, building or other property functionally related and subordinate to such facility. All such functionally related and subordinate property is of a character and size commensurate with the character and size of the Special Facility.

j. There was no substantial user of the Special Facility prior to the issuance of the Series 2016 Bonds.

k. The Lease provides that any parking lot which is part of the Special Facility will be available for use by the general public using such Special Facility. No more than an insubstantial portion thereof will be used exclusively by or for the benefit of a non-exempt person by reason of a formal or informal agreement or by reason of the remote geographic location of the facility.

l. The Special Facility constitutes a Mass Commuting Facility as defined in Section 1.01. The Special Facility may also include facilities which are functionally related and subordinate to the Special Facility or Project Site. Any such facilities are of a character and size commensurate with the character and size of the Special Facility and are located in the Special Facility which is located at 801 E. 12th Street, Tucson, Arizona 85719. The Special Facility does not provide more than minimal benefits to any other facilities.

m. The Lease provides that no portion of the Special Facility serves a system wide or regional function for Lessee or any other non-exempt person.

n. Any storage or training facility included with the Special Facility are both (i) directly related to the Special Facility, and (ii) physically located on or adjacent to such Special Facility.

o. Based on the actual cost incurred in constructing the Special Facility, it is reasonably expected that 95% of the net proceeds of the Series 2016 Bonds will be used to provide an exempt facility and for no other purpose for the entire term of the Series 2016 Bonds (disregarding any redemption provisions).

p. The Lease provides that the Lessee will not permit any sublessee to lease or otherwise provide use of the Special Facility to any non-exempt persons for use in their trade or business other than use on the same basis as the general public.

q. The primary function of the Special Facility will be as a Mass Commuting Facility as defined in Section 1.01.

r. The representations contained in any tax certificate delivered in connection with the issuance of the Series 2016 Bonds are hereby incorporated by referenced in this Section 6.13 as if fully set forth herein.

ARTICLE VII

THE TRUSTEE, REGISTRAR AND PAYING AGENTS

SECTION 7.01. Trustee's Acceptance and Responsibilities.

(a) The Trustee accepts the trusts imposed upon it by this Trust Agreement, and shall observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Owners agree.

(b) Prior to the occurrence of an Event of Default of which the Trustee has been notified, as provided in paragraph (f) of Section 7.02 hereof, or of which by that paragraph the Trustee is deemed to have notice, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically herein and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements hereof; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Agreement on their face.

(c) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified, or is deemed to have notice), the Trustee shall exercise those rights and powers vested in it hereby and shall use the same degree of care and skill in their exercise as a prudent corporate trustee would exercise or use under the circumstances in the conduct of their corporate trust business.

(d) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own gross negligent action, its own gross negligent failure to act, or its own willful misconduct, except that,

(i) this Subsection shall not be construed to affect the limitation of the duties and obligations of the Trustee provided in subparagraph (b)(i) of this Section or the right of the Trustee to rely on the truth of statements and the correctness of opinions as provided in subparagraph (b)(ii) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of a series of the Bonds then outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement; and

(iv) no provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(e) Whether or not herein expressly so provided, every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 7.02. Certain Rights and Bonds of the Trustee. Except as otherwise provided in Section 7.01 hereof:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall not be answerable for the acts or omissions of such attorneys, agents or receivers appointed by it with due care), (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof. The Trustee may act upon the opinion or advice of an attorney (who may be the attorney or attorneys for the District) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(b) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for:

(i) any recital herein, in the Lease or in the Bonds,

(ii) the validity, priority, recording, re-recording, filing or refiling hereof or of any Supplement or the Lease,

(iii) any instrument or document of further assurance or collateral assignment,

(iv) any financing statements, amendments thereto or continuation statements;

(v) insurance of the property subject to the Lease or collection of insurance moneys,

(vi) the validity of the execution by the District hereof, of any Supplement or instruments or documents of further assurance,

(vii) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby,

(viii) the value of or title to the interest in the Lease, or

(ix) the maintenance of the security hereof.

The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the District under the Lease except as set forth hereinafter; but the Trustee may require of the District full information and advice as to the observance or performance of those covenants, agreements and obligations. The Trustee shall have no obligation to observe or perform any of the duties of the District under the Lease.

(c) The Trustee shall not be accountable for the application by the District or any other Person of the proceeds of any Bonds authenticated or delivered hereunder.

(d) The Trustee shall be protected, in the absence of bad faith or negligence on its part, in acting upon any notice, request, consent, certificate, order, affidavit, letter, facsimile transmission, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant hereto upon the request or District or consent of any Person who is the Owner of any Bonds at the time of making the request or giving the District or consent, shall be conclusive and binding upon all future Owners of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact for which the District may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the District by the Chair or the Secretary as sufficient evidence of the facts recited therein. Prior to the occurrence of a default or Event of Default hereunder of which the Trustee has been notified, as provided in paragraph (f) of this Section, or of which by that paragraph the Trustee is deemed to have notice, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient provided, that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and, provided further, that the Trustee shall not be bound to secure any further evidence. The Trustee may accept a certificate of the officer, or an assistant thereto, having charge of the appropriate records, to the effect that legislation has been enacted by the District in the form recited in that certificate, as conclusive evidence that the legislation has been duly adopted and is in full force and effect.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, except Events of Default described in paragraphs (a)(i) and (ii) of Section 8.01 hereof, unless a Responsible Officer of the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the District or the Owners of at least ten percent (10%) of the aggregate principal amount of Bonds then outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives (i) may inspect and copy fully all books, papers and records of the District pertaining to the property subject to the Lease and the Bonds, and (ii) may make any memoranda from and in regard thereto as the Trustee may desire.

(h) The Trustee shall not be required to give any obligation or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere herein, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and any corporate action and evidence thereof, in addition to that required by the terms hereof, as a condition to the authentication of any Bonds or the taking of any action whatsoever within the purview hereof, if the Trustee deems it to be desirable for the purpose of establishing the right of the District to the authentication of any Bonds or the right of any Person to the taking of any other action by the Trustee; provided, that the Trustee shall not be required to make that demand.

(j) Before taking action hereunder pursuant to Section 7.04 or Article VIII hereof, the Trustee may require that a satisfactory indemnity obligation or other assurances be furnished to it for the reimbursement of all expenses which it may incur and to protect it against all liability (including, without limitation, any and all environmental liability) by reason of any action so taken, except liability which is adjudicated to have resulted from the Trustee's negligence or willful misconduct. Without limiting the foregoing, such other assurances may include, but shall not be limited to, environmental audits or other evidence satisfactory to the Trustee that it will not incur liability by reason of any action taken pursuant to Section 7.04 or Article VIII hereof. The Trustee may, but shall be in no event obligated to, take action without an indemnity obligation, but with assurances satisfactory to the Trustee to protect the Trustee against all environmental liability, and in that case, the District shall reimburse the Trustee for all of the Trustee's expenses pursuant to Section 7.03 hereof.

(k) Unless otherwise provided herein, all moneys received by the Trustee hereunder shall be held in trust for the purposes for which those moneys were received, until those moneys are used, applied or invested as provided herein; provided, that: those moneys need not be segregated from other moneys, except to the extent required by this Trust Agreement or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein for the application of investment earnings hereunder.

(l) Any corporate act by the District, and any opinions, certificates and other instruments and documents for which provision is made herein, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and District to the Trustee for its actions taken hereunder.

(m) The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(n) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences. The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful default. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

(o) In acting or omitting to act pursuant to the Lease or any other document or agreement contemplated in connection herewith or therewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement and the Lease, including, but not limited to, this Article VII.

SECTION 7.03. Fees, Charges and Expenses of Trustee, Registrar and Paying Agents.

(a) The Trustee, the Registrar and any Paying Agents shall be entitled to payment or reimbursement by the District for reasonable fees for its Ordinary Services rendered hereunder and for all out of pocket expenses, advances, counsel fees and other Ordinary Expenses reasonably and necessarily paid or incurred by them in connection with the provision

of Ordinary Services. For purposes hereof, fees for Ordinary Services provided for by their respective standard fee schedule shall be considered reasonable. In the event that it should become necessary for any of them to perform Extraordinary Services, they shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith.

(b) Without creating a default or an Event of Default hereunder, however, the District may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense and the reasonableness of any fee, charge or expense.

(c) The Trustee, the Registrar and any Paying Agents shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by their gross negligence or willful misconduct. The reasonable fees for their Ordinary Services and charges of the foregoing shall be entitled to payment and reimbursement. Any amounts payable to the Trustee, the Registrar or any Paying Agent pursuant to this Section 7.03 shall be payable upon demand. The fees of the Trustee and the fees, charges and expenses of the Trustee, the Registrar or any Paying Agents to which reference is made above, may be paid by the Trustee from the Bond Retirement Fund as and when those fees, charges and expenses become due. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 7.04. Intervention by Trustee. The Trustee may intervene on behalf of the Owners, and shall intervene if requested to do so in writing by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of a series of Bonds then outstanding, in any judicial proceeding to which the District (provided that a greater percentage of such Owners has not given the Trustee a contrary direction) is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity obligation be provided to it in accordance with Sections 7.01 and 7.02 hereof before it takes action hereunder.

SECTION 7.05. Successor Trustee.

(a) Anything herein to the contrary notwithstanding, (i) any bank, authority or association (A) into which the Trustee may be converted or merged, (B) with which the Trustee or any successor to it may be consolidated, or (C) to which it may sell or transfer its assets or its corporate trust business as a whole or substantially as a whole, or any bank, authority or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or trust estate hereunder; and (ii) that bank, authority or association shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or

conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(b) Any successor Trustee, however, (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be in good standing within the State, (iii) shall be duly authorized to exercise trust powers within the State and (iv) shall have a reported capital and surplus of not less than \$50,000,000.

SECTION 7.06. Appointment of Co-Trustee.

(a) It is the purpose of this Trust Agreement that there shall be no violation of any law of any jurisdiction (including without limitation, the laws of the State) denying or restricting the right of banks or trust companies to transact business as trustees in that jurisdiction. It is recognized that, (i) if there is litigation under this Trust Agreement or other instruments or documents relating to the Bonds and the property subject to the Lease, and in particular, in case of the enforcement hereof or thereof upon a default or an Event of Default, or (ii) if the Trustee should deem that, by reason of any present or future law of any jurisdiction, it may not (A) exercise any of the powers, rights or remedies granted herein to the Trustee, (B) hold title to the properties, in trust, as granted herein, or (C) take any action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an individual or additional institution as a co-Trustee. The following provisions of this Section are adapted to these ends.

(b) In the event that the Trustee appoints an individual or additional institution as a co-Trustee, each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or conveyed to the Trustee shall be exercisable by, vest in and be conveyed to that co-Trustee, but only to the extent necessary for it to be so vested and conveyed and to enable that co-Trustee to exercise it. Every covenant, agreement and obligation necessary to the exercise thereof by that co-Trustee shall run to and be enforceable by it.

(c) Should any instrument or document in writing from the District reasonably be required by the co-Trustee so appointed by the Trustee for vesting and conveying more fully and certainly in and to that co-Trustee those trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens, that instrument or document shall be executed, acknowledged and delivered, but not prepared, by the District. In case any co-Trustee or a successor to it shall die, become incapable of acting, resign or be removed, all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the co-Trustee shall be exercised by, vest in and be conveyed to the Trustee, to the extent permitted by law, until the appointment of a successor to the co-Trustee.

SECTION 7.07. Resignation by the Trustee. The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the District,

the Registrar, any Paying Agents and the Original Purchaser of each series of Bonds then outstanding, by mailing written notice of the resignation to such parties and to the Owners as their names and addresses appear on the Register as provided herein at the close of business fifteen (15) days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee.

SECTION 7.08. Removal of the Trustee.

(a) So long as no Event of Default, and no event which upon the passage of time and the giving of notice would become an Event of Default, has occurred and is continuing, the Trustee may be removed at any time by an instrument in writing signed by the District Representative.

(b) The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the District, the Registrar and any Paying Agents and signed by or on behalf of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

(c) The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision hereof with respect to the duties and obligations of the Trustee by a court of competent jurisdiction upon the application of the District, or the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding hereunder.

SECTION 7.09. Appointment of Successor Trustee.

(a) If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under control of any public officer or officers, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the District; provided, that if a successor Trustee is not so appointed within ten (10) days after (A) a notice of resignation or an instrument or document of removal is received by the District, as provided in Sections 7.07 and 7.08 hereof, respectively, or (B) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the District shall not have appointed a successor Trustee, the Owners of a majority in aggregate principal amount of each series of Bonds then outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Owners. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 60 days of such events set forth in subclauses (i) through (iii), the Owner of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(b) Every successor Trustee appointed pursuant to this Section (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be in good standing within the State, (iii) shall be duly authorized to exercise corporate trust powers within the State,

(iv) shall have a reported capital and surplus of not less than \$50,000,000 and (v) shall be willing to accept the trusteeship under the terms and conditions hereof.

(c) Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor and the District, an instrument in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor or the District, the predecessor Trustee (i) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, cause of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Notwithstanding the foregoing, the predecessor Trustee shall not be required to transfer to its successor any rights of indemnity to the predecessor Trustee for acts during the time the predecessor Trustee was acting as Trustee hereunder. Should any instrument or document in writing from the District be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the District shall execute, acknowledge and deliver that instrument or document.

(d) In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to this Trust Agreement and shall cease to be Registrar and Paying Agent for any of the Bonds, to the extent it served in any of those capacities, and the successor Trustee shall become custodian and, if applicable, Registrar and Paying Agent.

SECTION 7.10. Adoption of Authentication. In case any of the Bonds shall have been authenticated, but shall not have been delivered, any successor Trustee or Registrar may adopt the certificate of authentication of any predecessor Trustee or Registrar and may deliver those obligations so authenticated as provided herein. In case any Bonds shall not have been authenticated, any successor Trustee or Registrar may authenticate those Bonds either in the name of any predecessor or in its own name. In all cases, the certificate of authentication shall have the same force and effect as provided in the Bonds or herein with respect to the certificate of authentication of the predecessor Trustee or Registrar.

SECTION 7.11. Registrars.

(a) Anything herein to the contrary notwithstanding, any bank, corporation or association (i) into which a Registrar may be converted or merged, (ii) with which a Registrar or any successor to it may be consolidated or (iii) to which it may sell or transfer its assets or its corporate trust business as a whole or substantially as a whole, or any bank, District or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso*

facto, shall be and become successor Registrar to that Registrar hereunder and shall be vested with each and every power, right, duty, obligation, discretion and privilege expressed or intended hereby to be exercised by or vested in the predecessor Registrar, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(b) A Registrar may resign at any time by giving written notice of its resignation to the District, the Trustee, the Original Purchaser of each series of Bonds then outstanding for which it is Registrar, and to each Paying Agent for those series of Bonds, at least sixty (60) days before the resignation is to take effect. The resignation shall take effect immediately, however, upon the appointment of a successor Registrar, if the successor Registrar is appointed and accepts that appointment before the time stated in the notice.

(c) The Registrar may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Registrar, with copies thereof mailed to the District and the Trustee, and signed by or on behalf of the Owners of not less than a majority in aggregate principal amount of the Bonds then outstanding.

(d) If (i) a Registrar shall resign, shall be removed, shall be dissolved, or shall become otherwise completely incapable of acting hereunder, (ii) a Registrar shall be taken under the control of any public officer or officers, (iii) a receiver shall be appointed for a Registrar by a court, or (iv) a Registrar shall have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, commence a proceeding under any federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days, then a successor Registrar shall be appointed by the Chair, with the written consent of the District and the Trustee; provided, that if a successor Registrar is not so appointed within ten (10) days after (v) a notice of resignation or an instrument or document of removal is received by the District, as provided above, or (vi) the Registrar is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, if the Chair or the Secretary shall not have appointed a successor Registrar, the Trustee or the Owners of a majority in aggregate principal amount of Bonds then outstanding may designate a successor Registrar by an instrument or document or concurrent instruments or documents in writing signed by the Trustee, or in the case of the Owners, by or on behalf of those Owners.

(e) Every successor Registrar appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the District and the Trustee, an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, titles and interests of its predecessor. Upon the written request of its successor or the District, a predecessor Registrar (i) shall execute and deliver an instrument or document transferring to its successor all of the properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, titles and interests of it as predecessor Registrar hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property and records (including without limitation, the Register and

any cancelled Bonds) held by it as Registrar. Should any instrument or document in writing from the District be requested by any successor Registrar for vesting and conveying more fully and certainly in and to that successor the properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, titles and interests vested or conveyed or intended to be vested or conveyed hereby in or to a predecessor Registrar, the District shall execute, acknowledge and deliver that instrument or document.

SECTION 7.12. Designation and Succession of Paying Agents.

(a) The Trustee shall be Paying Agent for the Bonds, and, with the consent of the District, the Trustee may appoint a Paying Agent or Agents with power to act on its behalf and subject to its direction in the payment of Bond Service Charges on any series of Bonds. It is the responsibility of the Trustee to establish the duties and responsibilities of any Paying Agent for any purposes hereof, to the extent not specified herein.

(b) Any bank, District or association with or into which any Paying Agent may be merged or converted or with which it may be consolidated, or any bank, District or association resulting from any merger, consolidation or conversion to which any Paying Agent shall be a party, or any bank, District or association succeeding to the corporate trust business of any Paying Agent, shall be the successor of the Paying Agent hereunder, if that successor District or association is otherwise eligible hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto or the Paying Agent or that successor District or association.

(c) Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee, to the Registrar, to the District. The Trustee may at any time terminate the agency of any Paying Agent by giving written notice of termination to such Paying Agent, to the Registrar, to the District. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Paying Agent shall cease to be eligible under this Section, the Trustee, with the consent of the District, may appoint a successor Paying Agent. The Trustee shall give written notice of appointment of a successor Paying Agent to the District and the Registrar and shall mail, within ten (10) days after that appointment, notice thereof to all Owners as their names and addresses appear on the Register on the date of that appointment.

(d) The District shall pay to any Paying Agent from time to time reasonable compensation as authorized in Section 7.03 hereof for its services.

(e) The provisions of Sections 3.05 and 7.02(d) hereof shall be applicable to any Paying Agent.

SECTION 7.13. Dealing in Bonds. The Trustee, a Registrar and a Paying Agent, their affiliates, and any directors, officers, employees or agents thereof may become the owners of Bonds secured hereby with the same rights which it or they would have hereunder if the Trustee, the Registrar or Paying Agents did not serve in those capacities.

SECTION 7.14. Representations, Agreements and Covenants of Trustee.

The Trustee hereby represents that it is a national banking association organized and existing under the laws of the United States or qualified to do business in the State of Arizona and authorized to exercise corporate trust powers in the State, is in good standing, and that it has an unimpaired reported capital and surplus of not less than \$50,000,000. The Trustee covenants that it shall take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State, and that it will maintain an unimpaired reported capital and surplus of not less than \$50,000,000. The Trustee shall observe and perform the duties and obligations of the Trustee to which reference is made herein and any other instrument or document providing security for any of the Bonds to which it is a party or of which it is an assignee.

ARTICLE VIII

**DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND OWNERS**

SECTION 8.01. Defaults; Events of Default.

(a) The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

(i) Payment of any interest on any Bond shall not be made when and as that interest shall become due and payable;

(ii) Payment of the principal of or any premium on any Bond shall not be made when and as that principal or premium shall become due and payable, whether at stated maturity, by redemption, or otherwise;

(iii) Failure by the District to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained herein or in the Bonds, which failure shall have continued for a period of thirty (30) days after written notice of such failure, by registered or certified mail, shall have been given to the District, requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of any series of Bonds then outstanding (provided that a greater percentage of such Owners has not given the Trustee a contrary direction);

(iv) The occurrence and continuance of any default as defined in the Lease;

(v) The occurrence of an Event of Bankruptcy as to the District or Greyhound shall: (A) commence a proceeding under any federal or state insolvency, reorganization or similar law, or have such a proceeding commenced

against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days; or (B) have a receiver, conservator, liquidator or trustee appointed for it or for the whole or any substantial part of its property. The declaration of an Event of Default under this subsection and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal or State law affecting or precluding such declaration or exercise during the pendency of or immediately following any liquidation or reorganization proceedings.

(b) The term "default" or "failure" as used in this Article means a default or failure by the District in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained herein or in the Bonds, exclusive of any period of grace or notice required to constitute a default or failure an Event of Default, as provided above.

SECTION 8.02. Notice of Default. If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the District, the Registrar, any Paying Agent, and the Original Purchaser of each series of Bonds, within five (5) Business Days after the Trustee has notice of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant hereto, the Trustee shall give written notice thereof, promptly after the receipt of the Trustee of notice of its occurrence to the Owners of all Bonds then outstanding as shown by the Bond Register at the close of business fifteen (15) days prior to the mailing of that notice; provided that, except in the case of an Event of Default pertaining to the payment of the principal of or any premium or interest on any Bond or the occurrence of an Event of Bankruptcy as to the District, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determine that the withholding of notice to the Owners is in the interests of the Owners.

SECTION 8.03. Remedies; Rights of Owners.

(a) Upon the occurrence and continuance of an Event of Default, and subject to the provisions of Section 8.10 hereof, the Trustee may pursue any available remedy, including *mandamus*, to enforce the payment of Bond Service Charges or the observance and performance of any other covenant, agreement or obligation hereunder, the Lease or any other instrument providing security, directly or indirectly, for the Bonds.

(b) Upon the occurrence and continuance of an Event of Default, if the Trustee is requested so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of each series of Bonds outstanding (provided that a greater percentage of such Owners has not given the Trustee a contrary direction), the Trustee (subject to the provisions of Sections 7.01 and 7.02 hereof, particularly subsections 7.01(d)(iv), 7.02(d) and 7.02(j) of those Sections) shall exercise any rights and powers conferred by this Section.

(c) No remedy conferred upon or reserved to the Trustee (or to the Owners) hereby is intended to be exclusive of any other remedy. Each remedy shall be cumulative and

shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Owners or now or hereafter existing.

(d) Upon the occurrence and continuance of an Event of Default, or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Acquisition and Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2016 Bonds.

(e) No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

(f) No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

(g) As the assignee of all right, title and interest of the District in and to the Lease, the Trustee is empowered to enforce each remedy, right and power granted to the District under the Lease. In exercising any remedy, right or power thereunder or hereunder, the Trustee shall take any action which would best serve the interests of the Owners, applying the standards described in, and subject to the provisions of, Sections 7.01 and 7.02 hereof. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner of Bonds any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner of Bonds thereof, or to authorize the Trustee to vote in respect of the claim of any Owner of Bonds in any such proceeding without the approval of the Owners of Bonds so affected.

(h) Notwithstanding any Event of Default hereunder, the Bonds shall not be subject to acceleration for any reason.

SECTION 8.04. Right of Owners to Direct Proceedings. Subject to the provisions of Section 8.10 hereof, the Owners of a majority in aggregate principal amount of each series of Bonds then outstanding shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof or of any other proceedings hereunder; provided, that (i) any direction shall not be other than in accordance with the provisions of law and hereof, (ii) the Trustee shall be indemnified as provided in Sections 7.01 and 7.02 hereof, and (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction.

SECTION 8.05. Application of Moneys.

(a) After payment of any fees, costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of moneys pursuant to any right given or action taken under the provisions of this Article or the Lease (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article VIII), all moneys received by the Trustee shall be deposited in the Bond Retirement Fund and shall be applied as follows, subject to any provision made pursuant to Sections 3.10 or 5.10 hereof:

First -- To the payment to the Owners entitled thereto of all installments of interest then due on the Bonds, in the order of the due dates of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Owners entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions hereof), whether at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements, in the order of their due dates, beginning with the earliest due date, and if the amount available is not sufficient to pay in full all Bonds due on any particular date, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Owners entitled thereto, without any discrimination or privilege.

Third – To the restoration of the Reserve Fund to the Reserve Requirement.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 3.05 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of and any premium on a Bond to the Owner thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid in full.

SECTION 8.06. Remedies Vested in Trustee. All rights of action (including without limitation, the right to file proof of claims) hereunder or under any of the

Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Owners as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Owners of the outstanding Bonds, subject to the provisions hereof.

SECTION 8.07. Rights and Remedies of Owners.

(a) An Owner shall not have any right to institute any suit, action or proceeding for the enforcement hereof, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless:

(i) there has occurred and is continuing an Event of Default of which the Trustee has been notified, as provided in paragraph (f) of Section 7.02 hereof, or of which it is deemed to have notice under that paragraph;

(ii) the Owners of at least twenty-five percent (25%) in aggregate principal amount of a series of Bonds then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee as provided in Sections 7.01 and 7.02 hereof; and

(iii) the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name.

At the option of the Trustee, that notification (or notice), request, opportunity and offer of indemnity are conditions precedent, in every case, to the institution of any suit, action or proceeding described above.

(b) No one or more Owners of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit hereof by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings shall be instituted, had and maintained in the manner provided herein for the benefit of the Owners of all Bonds then outstanding. However, nothing herein shall affect or impair the right of any Owner to enforce the payment of the Bond Service Charges on any Bond owned by that Owner at and after the maturity thereof, at the place, from the sources and in the manner expressed in that Bond.

(c) Notwithstanding any Event of Default hereunder, the Bonds shall not be subject to acceleration for any reason.

SECTION 8.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any remedy, right or power hereunder in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for

any reason, or shall have been determined adversely to the Trustee, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

SECTION 8.09. Waivers of Events of Default.

(a) Except as hereinafter provided, at any time, in its discretion, the Trustee may waive any Event of Default hereunder and its consequences. The Trustee shall do so upon the written request of:

(i) the Owners of at least a majority in aggregate principal amount of all Bonds then outstanding in respect of which an Event of Default in the payment of Bond Service Charges exists; or

(ii) the Owners of at least twenty-five percent (25%) in aggregate principal amount of each series of Bonds then Outstanding, in the case of any other Event of Default.

(b) However, there shall not be waived any Event of Default described in Section 8.01(a)(i), (ii) or (v) hereof. In the case of the waiver or in case any suit, action or proceedings taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively. No waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

SECTION 8.10. No Remedy Against Project Site or Special Facility. Neither the Trustee nor the Owners shall have any right to foreclose upon the interest of Greyhound or the District in and to the Project Site or the Special Facility, terminate the Lease or in any way interfere with the continued use and enjoyment of the Project Site and the Special Facility by Greyhound.

ARTICLE IX

SUPPLEMENTS

SECTION 9.01. Supplements Generally. The District and the Trustee may enter into indentures supplemental hereto as provided in this Article and pursuant to the other provisions therefor in this Trust Agreement.

SECTION 9.02. Supplements Not Requiring Consent of Owners. Without the consent of, or notice to, any of the Owners, the District and the Trustee may enter into indentures supplemental hereto which shall not, in the opinion of the District, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) to cure any ambiguity, inconsistency or formal defect or omission herein;

(ii) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or District that lawfully may be granted to or conferred upon the Owners or the Trustee;

(iii) to assign additional revenues hereunder:

(iv) to accept additional security and instruments and documents of further assurance with respect to the Bonds;

(v) to add to the covenants, agreements and obligations of the District hereunder, other covenants, agreements and obligations to be observed for the protection of the Owners, or to surrender or limit any right, power or District reserved to or conferred upon the District herein, including without limitation, the limitation of rights of redemption so that in certain instances Bonds of different series will be redeemed in some prescribed relationship to one another for the protection of the Owners of a particular series of Bonds;

(vi) to evidence any succession to the District and the assumption by its successor of the covenants, agreements and obligations of the District hereunder, under the Lease and the Bonds;

(vii) to make necessary or advisable amendments or additions in connection with the issuance of Additional Bonds in accordance with Section 2.04 hereof, provided such amendments or additions do not materially adversely affect the interests of Owners of outstanding Bonds, as evidenced by the opinion of counsel delivered to it under Section 9.05 hereof;

(viii) to permit the use of a book-entry system to identify the owner of an interest in an obligation issued by the District hereunder, whether that obligation was formerly, or could be, evidenced by a tangible security;

(ix) to permit the Trustee to comply with any obligations imposed upon it by law;

(x) to specify further the duties and responsibilities of, and to define further the relationship among, the Trustee, the Registrar and any Paying Agents;

(xi) to achieve compliance of this Trust Agreement with any applicable federal securities or tax law;

(xii) to permit the use of a Qualified Surety Bond to satisfy all or a portion of the Reserve Requirement; and

(xiii) to permit any other amendment which, in the opinion of nationally recognized bond counsel, is not to the material prejudice of the Owners.

The provisions of Subsections 9.02(ix) and (xi) shall not be deemed to constitute a waiver by the Trustee, the Registrar, the District or any Owner of any right which it may have in the absence of those provisions to contest the application of any change in law to this Trust Agreement or the Bonds.

SECTION 9.03. Supplements Requiring Consent of Owners.

(a) Exclusive of Supplements to which reference is made in Section 9.02 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of each series of Bonds at the time Outstanding, evidenced as provided herein, the District and the Trustee may execute and deliver Supplements adding any provisions to, changing in any manner or eliminating any of the provisions hereof or of any Supplement or restricting in any manner the rights of the Owners. Nothing in this Section or Section 9.02 hereof shall permit, however, or be construed as permitting:

(i) without the consent of the Owner of each Bond so affected, (A) extension of the maturity of the principal of or the interest on any Bond, (B) reduction in the principal amount of any Bond or the rate of interest or premium thereon, or (C) reduction in the amount or extension of the time of payment of any mandatory redemption requirements, or

(ii) without the consent of the Owners of all Bonds then outstanding, (A) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (B) a reduction in the aggregate principal amount of the Bonds required for consent to a supplement.

(b) If the District shall request that the Trustee execute and deliver any Supplement for any of the purposes of this Section, upon being satisfactorily indemnified with respect to its expenses in connection therewith, the Trustee shall cause notice of the proposed execution and delivery of the Supplement to be mailed by first class mail, postage prepaid, to all Owners of Bonds then outstanding at their addresses as they appear on the registration books at the close of business on the fifteenth (15th) day preceding that mailing.

(c) The Trustee shall not be subject to any liability to any Owner by reason of the Trustee's failure to mail, or the failure of any Owner to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplement when there has been consent thereto as provided in this Section. The notice shall state briefly the nature of the proposed Supplement and shall state that copies thereof are on file at the principal **corporate trust office** of the Trustee for inspection by all Owners.

(d) If the Trustee shall receive, within a period prescribed by the District, of not less than sixty (60) days, but not exceeding one (1) year, following the mailing of the notice, an

instrument or document or instruments or documents, in form to which the Trustee does not reasonably object, purporting to be executed by the Owners of not less than a majority in aggregate principal amount of each series of Bonds then outstanding (which instrument or document or instruments or documents shall refer to the proposed Supplement in the form described in the notice and specifically shall consent to the Supplement in substantially that form), the Trustee shall, but shall not otherwise, execute and deliver the Supplement in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Owner, regardless of whether that Owner shall have consented thereto.

(e) Any consent shall be binding upon the Owner of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Owner of that Bond and of any Bond issued in exchange therefor (regardless of whether the subsequent Owner has notice of the consent to the Supplement). A consent may be revoked in writing, however, by the Owner who gave the consent or by a subsequent Owner of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplement. At any time after the Owners of the required percentage of Bonds shall have filed their consents to the Supplement, the Trustee shall make and file with the District a written statement that the Owners of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that consent has been so filed.

(f) If the Owners of the required percentage in aggregate principal amount of Bonds outstanding shall have consented to the Supplement, as provided in this Section, no Owner shall have any right (i) to object to (A) the execution or delivery of the Supplement, (B) any of the terms and provisions contained therein, or (C) the operation thereof, (ii) to question the propriety of the execution and delivery thereof, or (iii) to enjoin or restrain the Trustee or the District from that execution or delivery or from taking any action pursuant to the provisions thereof.

SECTION 9.04. Authorization to Trustee; Effect of Supplement.

(a) The Trustee is authorized to join with the District in the execution and delivery of any Supplement in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter,

(i) That Supplement shall form a part hereof;

(ii) All terms and conditions contained in that Supplement as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions hereof for any and all purposes;

(iii) This Trust Agreement shall be deemed to be modified and amended in accordance with the Supplement; and

(iv) The respective rights, duties and obligations hereunder of the District, the Trustee, the Registrar, the Paying Agents and all Owners of Bonds then

outstanding shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplement.

(b) Express reference to any executed and delivered Supplement may be made in the text of any Bonds issued thereafter, if that reference is deemed necessary or desirable by the Trustee or the District. A copy of any Supplement for which provision is made in this Article, except a Supplement described in clause (vii) of Section 9.02 hereof, shall be mailed by the Trustee to the Registrar, each Paying Agent and the Original Purchaser of each series of Bonds affected thereby. The Trustee shall not be required to execute any Supplement containing provisions adverse to the Trustee.

SECTION 9.05. Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it as conclusive evidence that: (i) any proposed Supplement complies with the provisions hereof and (ii) it is proper for the Trustee to join in the execution of that Supplement under the provisions of this Article. That counsel may be bond counsel for the District.

SECTION 9.06. Modification by Unanimous Consent. Notwithstanding anything contained elsewhere herein, the rights and obligations of the District and the Owners, and the terms and provisions of the Bonds and this Trust Agreement or any Supplement, may be modified or altered in any respect with the consent of (i) the District, (ii) the Owners of all of the Bonds then outstanding, and (iii) the Trustee.

SECTION 9.07. Notice to Rating Agencies. No Supplement may be entered into without 15 days advance written notice to any rating agency then rating the Bonds. Following the execution and delivery of the Supplement, a transcript of the proceedings with respect thereto shall be mailed to such rating agencies.

SECTION 9.08. Amendment of Lease. The Trustee may join in the amendment of the Lease.

ARTICLE X

DEFEASANCE

SECTION 10.01. Release of Trust Agreement.

(a) If (i) the District shall pay all of the outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the Owners of the outstanding Bonds, all Bond Service Charges due or to become due thereon, and (ii) provision also shall be made for the payment of all other sums payable hereunder and under the Lease, then this Trust Agreement shall cease, determine and become null and void (except for those provisions surviving by reason of Section 10.03 hereof in the event the Bonds are deemed paid and

discharged pursuant to Section 10.02 hereof), and the covenants, agreements and obligations of the District hereunder shall be released, discharged and satisfied.

(b) Thereupon, and subject to the provisions of Section 10.03 hereof, if applicable:

(i) the Trustee shall release this Trust Agreement (except for those provisions surviving by reason of Section 10.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 10.02 hereof), and shall execute and deliver to the District any instruments or documents in writing as shall be requisite to evidence that release and discharge or as reasonably may be requested by the District; and

(ii) the Trustee and any other Paying Agents shall, upon the request of the District and provision of assignment documents prepared by or on behalf of the District to the Trustee, assign and deliver to the District any property subject at the time to the lien hereof which then may be in their possession, except amounts in the Bond Retirement Fund required to be held by the Trustee and the Paying Agents under Sections 5.09 and 5.10 hereof or otherwise for the payment of Bond Service Charges.

SECTION 10.02. Payment and Discharge of Bonds.

(a) All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning hereof, including without limitation, Section 10.01 hereof, if:

(i) the Trustee as Paying Agent and any Paying Agents shall have received, in trust for and irrevocably committed thereto, sufficient moneys, or

(ii) the Trustee shall have received, in trust for and irrevocably committed thereto, noncallable Defeasance Obligations which are certified by an independent public accounting firm of national reputation to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys to which reference is made in subparagraph (i) above, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed, except as provided herein), for the payment of all Bond Service Charges on those Bonds, at their maturity or redemption dates, as the case may be, or if a default in payment shall have occurred on any maturity or redemption date, then for the payment of all Bond Service Charges thereon to the date of the tender of payment; provided, that if any of those Bonds are to be redeemed prior to the maturity thereof, notice of that redemption shall have been duly given or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of that notice.

(iii) and, with respect to the payment and discharge of the Series 2016 Bonds, the District, and Trustee shall have received (1) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Series 2016 Bonds in full on the maturity or redemption date in form and substance acceptable to the District and Trustee, (2) an Escrow Deposit Agreement, (3) an opinion of nationally recognized special counsel to the effect that the Series 2016 Bonds are no longer "Outstanding" under the Trust Agreement in form and substance acceptable to the District and Trustee, and (4) a certificate of discharge of the Trustee with respect to the Series 2016 Bonds.

(b) Any moneys held by the Trustee in accordance with the provisions of this Section may be invested by the Trustee only in noncallable Defeasance Obligations having maturity dates, or having redemption dates which, at the option of the owner of those obligations, shall be not later than the date or dates at which moneys will be required for the purposes described above. To the extent that any income or interest earned by, or increment to, the investments held under this Section is determined from time to time by the Trustee to be in excess of the amount required to be held by the Trustee for the purposes of this Section, that income, interest or increment shall be transferred at the time of that determination in the manner provided in Section 5.04 hereof for transfers of amounts remaining in the Bond Retirement Fund.

(c) If any Bonds shall be deemed paid and discharged pursuant to this Section, then within fifteen (15) days after such Bonds are so deemed paid and discharged the Trustee shall cause a written notice to be given to each Owner as shown on the Register on the date on which such Bonds are deemed paid and discharged.

(d) If a forward supply contract is employed in connection with a defeasance described in paragraph (a)(ii) of this Section, (i) such accountant's verification shall expressly state the adequacy of the trust to accomplish the defeasance relies solely on the cash and the initial Defeasance Obligations and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable deposit or trust agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the deposit or trust agreement and this Trust Agreement the terms of the deposit or trust agreement and this Trust Agreement shall be controlling. If the Bonds are insured by a bond insurer, the bond insurer will receive a draft of any forward supply contract at least ten (10) days prior to its execution and will be able to make comments thereon to the Trustee.

SECTION 10.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of the Bond Resolution and this Trust Agreement which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust and the duties of the Trustee, the Registrar and the Paying Agents, the payment or reimbursement for fees, charges and advances owed to, Trustee, the Registrar and the Paying Agents in connection with all the foregoing, and indemnities to the Trustee, the Registrar

and the Paying Agents shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agents, the District and the Owners notwithstanding the release and discharge hereof. The provisions of this Article shall survive the release, discharge and satisfaction hereof.

ARTICLE XI

COVENANTS OF THE DISTRICT AND LIMITATION OF LIABILITY

SECTION 11.01. Prompt Payment. The District shall promptly pay or cause to be paid the principal of and the interest on every Bond issued under the provisions hereof at the place, on the dates and in the manner provided herein and in the Bonds.

SECTION 11.02. No Extension of Time for Interest Payment. In order to prevent any accumulation of interest payments after maturity, the District shall not, directly or indirectly, extend or assent to the extension of the time for the payment of any claim for interest in any of the Bonds, and shall not, directly or indirectly, be a party to or approve of any such arrangement.

SECTION 11.03. Maintenance of Offices for Payment. So long as the Bonds or any of them shall be outstanding, the District shall cause offices or agencies where the Bonds may be presented for payment to be maintained in the _____, or at the office of the Trustee as provided in the form of the Bond.

SECTION 11.04. Compliance with the Lease. While any Bonds are outstanding hereunder, the District covenants and agrees with the Owners of the Bonds to perform all obligations and duties imposed on the District under the Lease.

SECTION 11.05. Records and Accounts. The District shall keep or cause to be kept proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the revenues accruing to the trust and the amounts thereof forwarded to the Trustee, and such books shall be available for inspection by the Owner of any of the Bonds at reasonable hours and under reasonable conditions.

SECTION 11.06. Payment Records. As long as the Lease is in effect, the Trustee (a) shall keep the financial records of Greyhound pertaining to the Rent payments made by Greyhound pursuant to the Lease and payments made on the Bonds; (b) shall make such records available for inspection by the Owners of any of the Bonds at reasonable hours during its normal business hours and under reasonable conditions; (c) shall prepare an annual account statement covering receipts, disbursements, allocations and application of revenues for such fiscal year accruing to the trust which shall be the statement generated from its trust accounting system; and (d) shall furnish a copy of each such statement to each Owner of any of the Bonds who may so request.

SECTION 11.07. Payments of Trustee, Paying Agent Fees. The District covenants that, except as otherwise provided for herein, all charges made by the Trustee, the Registrar and any Paying Agents for services rendered and for payment of principal of and interest on the Bonds, shall be paid by the District from revenues of the trust estate and shall not be required to be paid by the Owners of the Bonds.

SECTION 11.08. Authority of District.

(a) The District is, at the date of the execution and delivery hereof, or shall be, possessed of the trust estate; the Lease is, at the date of the delivery hereof, a valid and subsisting agreement for the leasing to Greyhound of the property which it purports to lease; the Lease was lawfully made by Greyhound and the District; the covenants contained in the Lease are binding; the District has good right, full power and lawful District to grant, bargain and assign, and to transfer in trust, convey and pledge the trust estate in the manner and form herein provided; and the District forever shall warrant and defend the title to the same to the Trustee against the claims of all persons whomsoever, subject to rights of Greyhound referred to hereinabove.

(b) The District shall not, without the written consent of Greyhound, alter, modify or cancel, or agree or consent to alter, modify or cancel the Lease or any other agreements heretofore or hereafter entered into by the District which relate to or affect the security of the Bonds issued hereunder. With the written consent of Greyhound, the District may consent to alterations and modifications thereof, provided that no such alterations or modifications will decrease the amounts available for payment of the Bonds or will render the income of the District or the interest on the Bonds taxable to the recipient, and provided further that prior to giving its consent with respect to an alteration or modification of the Lease, Greyhound shall obtain an opinion of counsel or financial consultant selected by Greyhound that the proposed alteration or modification will not be materially adverse to the interests of the Bond Owners, will not decrease the amounts available for payment of the Bonds and will not render the income of the District or the interest on the Bonds taxable under the income tax laws of the United States of America. Additional Bonds or other obligations secured by Lease Revenues within the limitations of Section 6.05 herein shall not be deemed to have decreased the amounts available for payment of the Bonds, nor shall agreements supplemental to or independent of the Lease, under which such Additional Bonds or obligations are to be issued, be deemed alterations or modifications of the Lease so as to require consent of the Trustee. The District shall comply with all the terms and provisions of said documents and shall not engage in any activities or take any action which might result in the income of the District becoming taxable to it, or any interest payment on the Bonds becoming taxable to the recipient thereof, under the income tax laws of the United States.

SECTION 11.09. Maintenance of Existence. The District further covenants and agrees as follows:

First: Whenever and so often as requested so to do by the Trustee (who has no duty to make such requests) or any Bond Owner, to promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and to promptly do or cause to be done all such other

and further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Bond Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Trust Agreement.

Second: To promptly, upon the request of the Trustee (who has no duty to make such requests) or any Bond Owner, from time to time take such actions as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the trust estate or any part thereof, whether now existing or hereafter developing, and to prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and to indemnify and save the Trustee and every such Bond Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or either of them may incur by reason of any such defect, cloud, suit, action or proceedings.

Third: To maintain its existence as a multipurpose facilities district organized and existing under the laws of the State.

SECTION 11.10. Rights and Enforcement of the Lease. The Trustee may enforce, in its name or in the name of the District, all rights of the District for and on behalf of the Owners, and may enforce all covenants, agreements and obligations of the District under and pursuant to the Lease, regardless of whether the District is in default in the pursuit or enforcement of those rights, covenants, agreements or obligations. However, the District shall do all things and take all actions on its part necessary to comply with covenants, agreements, obligations, duties and responsibilities on its part to be observed or performed under the Lease and shall take all actions within its District to keep the Lease in effect in accordance with the terms thereof.

SECTION 11.11. Good Title. The District has or shall acquire and, so long as any Bonds are outstanding hereunder, shall retain good title to the trust estate.

SECTION 11.12. Possession. There shall be no default hereunder, but until default shall be made by the District, as provided for herein, the District shall, subject to the Lease, be entitled to possess, manage, operate, use and enjoy the property herein encumbered.

SECTION 11.13. Limited Liability of the District. Except for the payment of rental payments and the performance of the other covenants and agreements of the District contained in the Lease and this Trust Agreement, the District shall have no pecuniary obligation or liability to any party or to any Owner with respect hereto or the terms, execution, delivery or transfer of the Bonds, or the distribution of rental payments to the Owners by the Trustee.

SECTION 11.14. No Liability of the District for Trustee Performance. The District shall not have any obligation or liability to any of the other parties or to the Owners of the Bonds with respect to the performance by the Trustee of any duty imposed upon it hereunder; nor shall the Trustee have any obligation or liability to any of the other parties or to

the Owners of the Obligations with respect to the performance by the District of any duty imposed upon it hereunder.

SECTION 11.15. Limitation of Rights to Parties and Bond Owners.

Nothing in this Trust Agreement or in the Bonds expressed or implied is intended or shall be construed to give any person other than the District, the Trustee and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect hereto or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of District, the Trustee and said Owners.

SECTION 11.16. Extent of Covenants; No Personal Liability.

All covenants, stipulations, obligations and agreements of the District contained herein are and shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the District contained in this Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the District or the Board of Directors in other than that person's official capacity. Neither the members of the Board of Directors nor any official executing the Bonds, this Trust Agreement, the Lease or any amendment or supplement hereto or thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereof or thereof.

ARTICLE XII

DAMAGE OR DESTRUCTION; CONDEMNATION

SECTION 12.01. Damage or Destruction. If all or any part of the Special Facility is damaged or destroyed by fire, flood or other casualty, but to such an extent that the Special Facility remains substantially suitable as a Mass Commuting Facility, the District shall repair the Special Facility. In the event that such damage or destruction is of such an extent as would substantially and adversely affect the Special Facility as a Mass Commuting Facility and repairing and rebuilding the Special Facility would result or does result in Greyhound being denied effective use of the Special Facility ("Destroyed"), then the District and Greyhound shall decide within 120 days thereafter whether to rebuild the Special Facility or redeem the Series 2016 Bonds pursuant to Section 4.02(a)(v) herein. If the District and Greyhound decide to rebuild the Special Facility, the District shall rebuild the Special Facility with reasonable diligence to the condition immediately before such loss.

SECTION 12.02. Condemnation. In the event all or part of the Special Facility is appropriated or taken under the power of eminent domain or sold under threat thereof (all of which will be referred to as being "Condemned"), in whole or in part, by any public or quasi-public authority, and Greyhound shall decide within 120 days thereafter such taking or sale that such taking or sale has substantially and adversely affected the Special Facility as a Mass Commuting Facility, the District shall redeem the Series 2016 Bonds in whole or in part pursuant to Section 4.02(a)(v) herein.

ARTICLE XIII MISCELLANEOUS

SECTION 13.01. Severability. In case any section or provision hereof, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken hereunder, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision hereof or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken hereunder, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Any illegality, invalidity or in-operability shall not affect any legal, valid and operable section, action, covenant, agreement, stipulation, obligation, act, provision, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 13.02. Notices.

(a) Except as provided in Section 8.02 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is duly mailed by first class mail. Notices to the District and the Trustee shall be addressed as follows:

(i) If to the District:

Rio Nuevo Multipurpose Facilities District
400 West Congress, Suite 152
Tucson, Arizona 85701
Attention: Fletcher McCusker, Chairman

(ii) With copy to:

Gust Rosenfeld P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attention: Timothy A. Stratton

(v) Except as provided in Section 7.02(f) hereof, if to the Trustee:

Attention: _____

(vi) If to the Original Purchaser:

Attention: _____

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the District, the Trustee, the Original Purchaser to one or either of the others also shall be given to the others. By notice given hereunder, the foregoing parties may designate any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent. The Trustee shall designate, by notice to the District and the Original Purchaser, the addresses to which notices or copies thereof shall be sent to the Registrar and the Paying Agents.

(b) In connection with any notice mailed pursuant to the provisions of this Trust Agreement, a certificate of the Trustee, the District, the Registrar, the Original Purchaser or the Owners of the Bonds, whichever or whoever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

SECTION 13.03. Suspension of Mail. If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by the required class of mail any notice required to be mailed by the provisions hereof, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Trust Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

SECTION 13.04. Payments Due on Non-Business Days. If any Interest Payment Date, date of maturity of the principal of any Bonds, or date fixed for redemption of any Bonds is not a Business Day, then payment of interest, principal and any redemption premium need not be made by the Trustee or any Paying Agent on that date, but that payment may be made on the next succeeding Business Day with the same force and effect as if that payment were made on the Interest Payment Date, date of maturity or date fixed for redemption, and no interest shall accrue for the period after that date.

SECTION 13.05. Instruments of Owners.

(a) Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, required hereunder to be executed by any Owner may be in any number of concurrent writings of similar tenor and may be executed by that Owner in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes hereof, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(1) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(2) The fact of ownership of Bonds shall be proved by the Bond Register maintained by the Registrar.

(b) Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein

which it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Owner of any Bond shall bind every future Owner of the same Bond, with respect to anything done or suffered to be done by the District, the Trustee, the Registrar or any Paying Agent pursuant to that writing.

SECTION 13.06. Priority of this Trust Agreement. Except as provided herein, his Trust Agreement shall be superior to any liens which may be placed upon the Lease Revenues or any other funds created pursuant hereto.

SECTION 13.07. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the District contained herein are and shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent authorized by the Act and permitted by the Constitution and laws of the State. No covenant, stipulation, obligation or agreement of the District contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the District or the Board of Directors in other than that person's official capacity. Neither the members of the Board of Directors nor any official executing the Bonds, this Trust Agreement, the Lease or any amendment or supplement hereto or thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereof or thereof.

SECTION 13.08. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Trust Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, as amended, the provisions of which are incorporated herein.

SECTION 13.09. Binding Effect. This Trust Agreement shall inure to the benefit of and shall be binding upon the District and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 13.10. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 13.11. Governing Law. This Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

SECTION 13.12. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Trust Agreement and may result in the termination of the Trustee's services by the District pursuant to Section 7.08 hereof. The District retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employee who work on this Trust Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the District. The Trustee and its subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

SECTION 13.13. No Boycott of Israel. Pursuant to A.R.S. §35-393 et seq., the Trustee certifies that it is not currently engaged in, and for the duration of this Trust Agreement will not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. §35-393.

IN WITNESS WHEREOF, the District has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers; in token of its acceptance of the trusts created hereunder, the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer; and in token of its acceptance of the duties and obligations of the Registrar hereunder, the Registrar has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

**RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT**

ATTEST:

By _____
Chair

Secretary/Treasurer

APPROVED AS TO FORM:

District Counsel

GREYHOUND LINES, INC.

By _____
Representative

_____, as Trustee
and Registrar

By _____
Vice President

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A

REGISTERED
NO. R-

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ARIZONA
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
LEASE REVENUE BOND, SERIES 2016 (GREYHOUND PROJECT)**

Interest Rate

Maturity Date

Issue Date

July 1, 20____, 2016

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS (\$ _____)

Rio Nuevo Multipurpose Facilities District, a multipurpose facilities district authorized under the laws of the State of Arizona (hereinafter referred to as the "*District*"), for value received, hereby promises to pay to the Registered Owner (named above), or registered assigns, the Principal Amount (stated above) on the aforesaid Maturity Date, unless this bond is subject to prior redemption and is redeemed prior to its maturity date and payment provided therefor, and to pay interest on the Principal Amount at the interest rate shown above. Interest is payable on January 1 and July 1 of each year, commencing _____ 1, 2017 (each an "*Interest Payment Date*"), from the date of this bond to its maturity, or until redeemed if redeemed prior to maturity.

The Principal Amount of, and interest on, this bond and premium, if any, is payable to the registered owner in accordance with the rules and regulations of the Depository or to any other registered owner hereof, as shown on the registration books for this series maintained by _____ (the "*Trustee*"), at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "*Regular Record Date*"). Any interest which is not timely paid or duly provided for shall cease to be payable to the person who was shown as the registered owner hereof (or of one or more predecessor bonds) on the Regular Record Date, but shall be payable to the registered owner hereof (or of one or more predecessor bonds) at the close of business on a special record date to be fixed by the Trustee for the payment of that overdue interest. The special record date shall be fixed by the Trustee whenever moneys become available for payment of the overdue interest and shall not be more than 15 nor fewer than 10 days prior to the date for the proposed payment. Notice of the special record date shall be given to registered owner of this bond not less than 10 days prior to the special record date. The principal of and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Trustee. Notwithstanding the foregoing, so long as this bond is held by the Depository, principal and interest shall be paid by wire transfer in immediately available funds in accordance with the Depository's rules and regulations.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond do exist, have occurred and have been performed.

This bond is one of a duly authorized issue of bonds of the District known as its Lease Revenue Bonds, Series 2016 (Greyhound Project) (the "*Series 2016 Bonds*"), in an aggregate principal amount of \$2,000,000 issued for the purpose of (i) financing, design and constructing of a Mass Commuting Facility, (ii) funding a debt service reserve account, [(iii) paying capitalized interest on the Series 2016 Bonds through July 1, 2013,] and (iv) paying costs of issuance of the Series 2016 Bonds. The series designation of this bond is stated above. All of the Series 2016 Bonds are special obligations of the District issued under and equally and ratably secured, both as to principal and interest, by a Trust Agreement, dated as of February 1, 2016, (hereinafter referred to as the "*Trust Agreement*"), between the District and the Trustee. Reference is hereby made to the Trust Agreement for the nature and extent of the security, a statement of the terms and conditions upon which the Series 2016 Bonds are issued and secured, the rights of the registered owners hereof and the terms under which obligations on a parity with the Series 2016 Bonds may be issued in the future (collectively, "*Additional Bonds*" and together with the Series 2016 Bonds, the "*Bonds*").

Pursuant to the terms of the Trust Agreement, the Series 2016 Bonds are payable from a pledge of, and secured by a lien on, the Lease Revenues from Greyhound Lines, Inc. ("Greyhound") (as defined in the Trust Agreement and hereinafter) as may be necessary for its prompt and punctual payment on parity with the pledge of the Lease Revenues to the payments due on any Additional Bonds as provided herein. Said pledge of, and said lien on, the Lease Revenues is hereby irrevocably made and created by the District for the prompt and punctual payment of principal and interest due on the Series 2016 Bonds according to their terms. None of the Bonds shall be entitled to priority or distinction one over the other in the application of the Lease Revenues hereby pledged to the payment thereof, regardless of the issue of the Bonds in series, or the delivery of any of the Bonds prior to the delivery of any other of the Bonds of said series, or regardless of the time or times the Bonds mature or are called for redemption prior to maturity or otherwise. All of the Bonds are co-equal as to the pledge of and lien on the Lease Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Lease Revenues or security therefor.

So long as any of the Bonds remain outstanding, and the principal of and interest thereon are unpaid or unprovided for, the District covenants herein that it will not further pledge or encumber Lease Revenues on a basis senior or superior to the pledge of Lease Revenues providing security therefor. Under the Trust Agreement, the District may issue Additional Bonds secured by a lien on the Lease Revenues on parity with the Series 2016 Bonds.

Under the Trust Agreement and this bond, Lease Revenues means (a) Rent (as such term is defined below) (b) all other moneys received or to be received by the District or the Trustee in respect of the Lease and any amendment or supplement to the Lease, including without limitation, moneys and investments in the Bond Retirement Fund (as such term is defined below), and (c) all income and profit from the investment of the foregoing moneys.

Rent means the amount Greyhound will pay the District under the Property and Special Facility Lease Agreement dated as of June __, 2016 (the "*Lease*"), between the District and Greyhound for use of the Special Facility together with (i) any and all amounts necessary to cause redemption of the Series 2016 Bonds, (ii) all fees and expenses of the Trustee and the registrar and paying agents under the Trust Agreement, to the extent, if any, that such fees, expenses and payments are not met by the regular annual rental payments for use of the Special Facility, (iii) reserve fund payments due under the Trust Agreement, and [(iv) any interest on overdue amounts and the amount paid by Greyhound to the District under the Lease for use of the Project Site together with the reasonable expenses of the District in administering the Series 2016 Bonds (collectively the "*Rent*")].

Bond Retirement Fund means the fund created by the District and held by the Trustee to pay the principal of and interest on the Series 2016 Bonds.

As provided in, and to the extent permitted by the Trust Agreement, or any supplement thereto, the rights and obligations of the District and the registered owners of the Series 2016 Bonds may be modified by the District with the written consent of the registered owners of a majority of the principal amount of all Series 2016 Bonds outstanding, including all Series 2016 Bonds on a parity with the Series 2016 Bonds; provided, however, that no such modification shall effect the reduction of, or the extension of the stated time of payment of the principal hereof or of the interest hereon, or permit the creation of any lien on the trust estate prior to or on a parity with the lien of the Trust Agreement (except parity obligations or other obligations under the conditions set forth in the Trust Agreement) or deprive the registered owner hereof of the lien created by the Trust Agreement.

Redemption Provisions

Optional Redemption. The Series 2016 Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity. The Series 2016 Bonds maturing on or after July 1, 20__ are subject to optional redemption prior to maturity at the option of the District, from any available funds, in whole or in part, in denominations of \$5,000 or integral multiples thereof from maturities selected by the District and by lot within a maturity, on July 1, 20__, and on any date thereafter by the payment of a redemption price equal to the principal amount of each such Series 2016 Bond called for redemption plus interest accrued to the date fixed for redemption, but without premium.

Mandatory Redemption. The Series 2016 Bonds maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, by the Depository through the procedures of its book-entry-only system, or if the book-entry only system is not in effect, then by lot by the Trustee, on July 1 of the following years, and in the following principal amounts, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__ (Maturity)	

The Series 2016 Bonds maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, by the Depository through the procedures of its book-entry-only system, or if the book-entry only system is not in effect, then by lot by the Trustee, on July 1 of the following years, and in the following principal amounts, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__ (Maturity)	

Whenever Series 2016 Bonds subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or are delivered to the registrar for cancellation, the principal amount

of the Series 2016 Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity as designated by the District.

Extraordinary Mandatory Redemption. The Series 2016 Bonds shall be subject to special mandatory redemption prior to maturity on any date selected by the District not later than 180 days after the occurrence of a Determination of Taxability (as defined below) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium. Any such special mandatory redemption shall be in whole unless it is finally determined as evidenced by an opinion of Bond Counsel delivered and addressed to the District and the Trustee that less than all of the Series 2016 Bonds may be redeemed without adversely affecting the exclusion of interest on the remaining Series 2016 Bonds from gross income for federal income tax purposes, in which case only the principal amount of Series 2016 Bonds indicated in such opinion need be redeemed.

"Determination of Taxability" means a Final Determination (as defined below) by the Internal Revenue Service or by a court of competent jurisdiction in the United States that, or an opinion of nationally recognized bond counsel selected by the District to the effect that the interest payable on any Series 2016 Bond is or will become includable in the gross income of the owner of such Series 2016 Bond for federal income tax purposes (other than an owner who is a substantial user or related person within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"). "Final Determination" means, with respect to a private letter ruling or a technical advice memorandum or determination of the Internal Revenue Service, written notice thereof in a proceeding in which the District had an opportunity to participate and otherwise means written notice of a determination from which no further right of appeal exists or from which no appeal is timely filed with any court of competent jurisdiction in the United States in a proceeding to which the District was a party or in which the District had the opportunity to participate.

If the Trustee receives written notice from any Owner stating that (i) the Owner has been notified in writing by the Internal Revenue Service that it proposes to include the interest on any Series 2016 Bond in the gross income of such Owner for the reasons stated in the definition of "Determination of Taxability" as set forth above or any other proceeding has been instituted against such owner which may lead to a Final Determination as set forth above, and (ii) such Owner will afford the District the opportunity to contest the same, either directly or in the name of the Owner, until a conclusion of any appellate review, if sought, then the Trustee shall promptly give notice thereof to the District and to the Owner of Series 2016 Bonds then Outstanding. If a Final Determination thereafter occurs, the Trustee shall make demand for prepayment of the unpaid Bond Service Charges (as defined in the Trust Agreement) or necessary portions thereof from the District and give notice of the special mandatory redemption of the appropriate amount of Series 2016 Bonds on the date selected by the District within the required period of 180 days. In taking any action or making any determination as set forth in the Trust Agreement, the Trustee may conclusively rely on an opinion of counsel.

Extraordinary Optional Redemption. The Series 2016 Bonds shall be subject to redemption in whole prior to maturity at the option of and upon direction of the District on a date selected by the District if any part of the Special Facility is Destroyed or Condemned (as described in the Trust Agreement) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date. In the event the proceeds received from the District's insurance required pursuant to the Lease or the condemnation are insufficient to redeem the outstanding Series 2016 Bonds in whole, then Greyhound agrees to pay as additional Rent an amount sufficient to redeem the outstanding Series 2016 Bonds in whole.

So long as the book-entry-only system is in effect, notice of any redemption will be given by the Trustee on behalf of the District to the Depository by the method required by the Depository. If

the book-entry-only system is discontinued, notice of any redemption of the Series 2016 Bonds shall be mailed by first class mail, postage prepaid, not more than 60 nor less than 30 days prior to the date fixed for redemption, to the registered owner of each Series 2016 Bond to be redeemed in whole or in part at the registered owner's address shown on the registration books for the Series 2016 Bonds on the 15th day preceding that mailing.

Should the book-entry-only system be discontinued, the Registrar, initially the Trustee, shall maintain the registration books of the District for the registration of ownership of each Series 2016 Bond as provided in the Trust Agreement.

Should the book-entry-only system be discontinued, this bond may be transferred on the registration books upon delivery hereof to the Registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner of this bond, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this bond shall be effective until entered on such registration books.

In all cases upon the transfer of a Series 2016 Bond, the Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver, in the name of the transferee or transferees, a new fully registered Series 2016 Bond or Series 2016 Bonds of the denominations of \$5,000 or any whole multiple thereof (except that no Series 2016 Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Trust Agreement.

The registered owner of one or more Series 2016 Bonds may, upon request, and upon the surrender to the Registrar of such Series 2016 Bonds, exchange such Series 2016 Bonds for Series 2016 Bonds of other authorized denomination of the same maturity, series, and interest rate together aggregating the same principal amount as the Series 2016 Bonds so surrendered.

The District or the Registrar shall charge the registered owner of such Series 2016 Bond, for every such transfer or exchange of a Series 2016 Bond, an amount sufficient reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Series 2016 Bond shall be delivered. The District shall pay all initial registration fees on the Series 2016 Bonds. Subsequent owners of Series 2016 Bonds will pay all transfer fees including governmental fees, taxes or charges. The registered owner of any Series 2016 Bond shall be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2016 Bond.

The District and the Registrar may, but are not required to, transfer or exchange any Series 2016 Bonds during the period (i) from the record date to and including the respective Interest Payment Date or (ii) from fifteen days prior to the selection of Series 2016 Bonds to be redeemed and including the day on which notice of redemption is given. The Registrar may, but is not required to, transfer or exchange any Series 2016 Bonds within the periods referred to above, the interest payment on such Series 2016 Bonds will be made payable to and mailed to the registered owners shown on the bond register maintained by the Registrar as of the close of business on the respective record date.

This bond shall not be entitled to any security or benefit under the Trust Agreement or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

This bond is a special obligation of the District, and no incorporator, member, director, officer or agent, as such, past, present or future, of the District shall be personally liable for the payment

hereof.

IN WITNESS WHEREOF, the Chair and Secretary of the District have caused this Bond to be executed in the name of the District by the facsimile signature of said Chair and by the facsimile signature of said Secretary, all as of the date written above.

**RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT**

(Facsimile) _____
Chair

ATTEST:

(Facsimile) _____
Secretary

Date of Authentication: _____, 2016

CERTIFICATE OF AUTHENTICATION

This bond is one of the Rio Nuevo Multipurpose Facilities District Lease Revenue Bonds, Series 2016 (Greyhound Project).

_____, as
Registrar

By _____
Authorized Representative

[FORM OF ASSIGNMENT]

The following abbreviations, when used on this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian)
Custodian for _____ (Minor) Under Uniform
Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, THE UNDERSIGNED SELLS, ASSIGNS AND TRANSFERS UNTO THE WITHIN BOND AND IRREVOCABLY CONSTITUTES AND APPOINTS ATTORNEY TO TRANSFER THAT BOND ON THE BOOKS KEPT FOR REGISTRATION THEREOF, WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED: _____

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within bond in every particular

EXHIBIT B

Payment Request Form

The Trustee is hereby requested to pay from the Acquisition and Construction Fund, as defined in the Trust Agreement, dated as of _____ 1, 2016 (the "Trust Agreement"), between Rio Nuevo Multipurpose Facilities District (the "District") and _____, as trustee (the "Trustee") to the person or corporation designated below as Payee, the sum set forth below such designation, in payment of the Delivery Cost or the Costs of Acquisition (both as defined in the Trust Agreement) described below.

<u>Name of Payee</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____

DATED: _____.

**RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT**

By _____
District Representative

Please forward payment to Payee at the following address(es):

EXHIBIT C

Reimbursement Request Form

The Trustee is hereby requested to pay from the Acquisition and Construction Fund established by the Trust Agreement, dated as of _____ 1, 2016 (the "Trust Agreement"), between the Rio Nuevo Multipurpose Facilities District (the "District") and _____, as trustee, to the District, the sum set forth below as reimbursement of (all/a portion) of the Delivery Cost or the Costs of Acquisition (both as defined in the Trust Agreement) described below.

Amount: _____

Description of project cost or portion thereof for which reimbursement is hereby requested:

_____.

Dated: _____.

**RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT**

By _____
District Representative

APPENDIX C

*LEASE BY AND BETWEEN THE DISTRICT AND GREYHOUND LINES,
INC.*

**TRIPLE NET
BUILD-TO-SUIT EXPANSION
REAL ESTATE LEASE**

BY AND BETWEEN

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
an Arizona tax levying special facilities district and a political subdivision of the State of Arizona

"LANDLORD"

AND

GREYHOUND LINES, INC.,
a Delaware corporation

"TENANT"

REAL ESTATE LEASE

THIS LEASE is made as of the ____ day of June, 2016, by and between Landlord and Tenant (the “**Effective Date**”).

RECITALS

WHEREAS, on this date, Landlord, as purchaser, is under contract to acquire from Broadway Euclid, LLC, an Arizona limited liability company, as seller, a tract of unimproved land located at 801 E. 12th Street, Tucson, Arizona 85719 comprised of approximately 1.06 acres, which is more particularly described on Exhibit A attached hereto.

WHEREAS, Tenant and Landlord desire to enter into a lease and to provide for the construction by Landlord of a building of approximately 2,800 square feet, together with a surrounding parking lot, as evidenced by and subject to the terms of this “**Lease.**”

NOW, THEREFORE, in consideration of the covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

WITNESSETH:

The Recitals are incorporated into this Lease by reference.

For the purposes of this Lease, the following terms shall have the following definitions and meanings:

1. Terms and Definitions.

(a) **Landlord:** RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, an Arizona tax-levying special facilities district.

(b) **Landlord's Address:**

Rio Nuevo District
400 West Congress, Suite 152
Tucson, AZ 85701
Attention: Fletcher McCusker, Chairman

(c) **Tenant:** GREYHOUND LINES, INC., a Delaware corporation

(d) **Tenant's Address:**

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attention: Legal Department

With a copy to:
Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attention: Real Estate Department

85719 (e) **Premises Address:** 801 E. 12th Street, Tucson, Pima County, Arizona

(f) **Premises:** Those certain premises legally described on Exhibit A attached hereto and described in Subparagraph 2(a) below.

(g) **Approximate Rentable Square Feet Within the Improvements:** The square footage of the newly constructed Improvements (as defined below) will be architecturally verified upon "substantial completion" of the Improvements.

(h) **Term:** Unless sooner terminated in accordance with the terms of this Lease, the initial term of this Lease shall be for a period commencing on the Rent Commencement Date and terminating on the date that is twenty-five (25) years after the Rent Commencement Date (the "**Initial Term**"). Notwithstanding the foregoing, this Lease will constitute a binding legal agreement as of the Effective Date. Provided that Tenant is not in default at the expiration of the Initial Term or any Extension Terms, as applicable, Tenant may extend the Term for two (2) successive periods of ten (10) years each (each an "**Extension Term**"), commencing on the day following the date of expiration of the Initial Term or an Extension Term, as the case may be. Not less than 180 days before the end of the Initial Term or the Extension Term, as applicable, Tenant must provide written notice to Landlord if Tenant does not desire to exercise the next Extension Term (the "**Extension Notice**"). Tenant shall be presumed to have exercised its right to extend this Lease for the next applicable Extension Term unless it shall have given Landlord written notice of its election not to so extend the Term at least 180 days before the end of the current Term. No additional agreements or instruments shall be necessary to exercise such extension. If Tenant exercises its right to extend in accordance with the foregoing, this Lease shall be extended upon the same terms and conditions set forth in this Lease and for the Rent set forth in Paragraph 3 below. All references to the "**Term**" of this Lease shall refer to the Initial Term until an Extension Term has been exercised. Thereafter, all references to the Term of this Lease shall refer to the then-effective Extension Term.

(i) **Improvements:** Those improvements from time to time located on the Premises shall mean the approximately 2,800 square foot building, parking lot and all other improvements to be built by Landlord on the Premises pursuant to this Lease.

(j) **Estimated Completion Date of the Improvements:** Approximately eight (8) months after the issuance of the building permit for the Improvements by the City of Tucson, but not more than twelve (12) months from the date this Lease is executed.

(k) **Improvements Completion Date:** The date upon which the Improvements are "**Substantially Completed**", which shall occur when (i) all of the Improvements and related work, as described in the Final Plans (as defined in the Work Letter Agreement), have been completed in accordance with the requirements of this Lease, except for minor Punch List Items which do not materially interfere with the utilization of the Improvements for the purposes for which they were intended, and the Premises has been cleaned and all construction materials have been removed, (ii) a temporary or permanent certificate of occupancy for the Improvements has been issued to permit lawful

occupancy and use of the Premises, and (iii) the following are in working order: roof, parking lots, HVAC System (defined below), electrical, water, sewer and other utility systems. The Improvements Completion Date is subject to adjustment pursuant to Paragraph 2(b) of this Lease.

(l) **Rent Commencement Date:** The date that is the Improvements Completion Date.

(m) **Initial Rent; Annual Basic Rent; Monthly Basic Rent:** Tenant agrees to make a lump sum rent payment of \$1,000 in rent for the Premises from the Effective Date until the Rent Commencement Date ("**Initial Rent**"). Beginning on the Rent Commencement Date, Tenant agrees to pay rent for the Premises at a fixed annual rate (the "**Annual Basic Rent**") that results in the Landlord receiving a 4% annual rate of return on Landlord's actual out-of-pocket costs of acquiring the Premises and constructing the Improvements, not to exceed the Budget (defined below) amount ("**Actual Costs**"), payable on the first day of each month in advance in equal monthly installments (the "**Monthly Basic Rent**") (except that rent payable for less than a full month shall be payable based on the number of days in such month for which such rent is payable) at Landlord's mailing address in Paragraph 1(b) of this Lease or at such other place as Landlord has notified Tenant in writing at least 30 days in advance without notice, offset or abatement except as otherwise expressly provided in this Lease. For example, if the Actual Costs equal \$1,900,000, Rent shall equal \$76,000 per annum or \$6,333.33 per month, plus any other amounts due hereunder. At the Improvements Completion Date, the parties will execute an Amendment to this Lease in the form of Exhibit D setting forth the Annual Basic Rent and the Monthly Basic Rent, based on Landlord's Actual Costs, and the Rent Commencement Date. Upon the fifth anniversary of the Rent Commencement Date, and every five years thereafter, Annual Basic Rent for each five-year period and each Extension Term shall increase by the amount of the change in the Consumer Price Index ("**CPI**") from the previous date of increase of Annual Basic Rent. As used in this Paragraph, the CPI shall mean United States Consumer Price Index – All Items – U.S. City Average, All Urban Wage Earners and Clerical Workers, as seasonally adjusted, issued by the Bureau of Labor Statistics of the United States Department of Labor (the base year and price for said CPI is 1982-4). In the event the CPI ceases to be published, the most comparable substitute shall be used thereafter. If the CPI for the calculation date is not then published, Landlord, at its option, may make the CPI calculation based on the latest published CPI, which shall control and shall not be recalculated.

(n) **Permitted Use:** The Premises may be used as a terminal for commercial passenger and freight buses, baggage handling services and related uses, and for customer and employee parking. Any other use must be approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

(o) **Landlord's Initial Construction Representative:** Phil Swaim, email: pswaim@swaimaia.com, Telephone: 520-326-3700.

(p) **Tenant's Initial Construction Representative:** Craig Leake, email: craig.leake@firstgroup.com, Telephone: 214-849-8950.

(q) **Lease Year:** A period of twelve (12) consecutive months. The first "**Lease Year**" shall be the full twelve (12) month period commencing on the Rent Commencement Date, or if the Rent Commencement Date is not the first day of a calendar month, then the Lease Year shall commence on the first day of the calendar month immediately following the Rent Commencement Date. Each succeeding Lease Year shall be the twelve (12) month period beginning on the anniversary date of the first day of the first Lease Year.

(r) **Exhibits:** "A" through "H" inclusive, which Exhibits are attached to this Lease and are incorporated herein by this reference.

(s) **Budget:** The budget reasonably acceptable to Landlord and Tenant for purchasing the Premises, the design and construction of the Improvements, and the purchase and installation of certain furniture, fixtures and equipment, as set forth on Exhibit H attached hereto.

2. Premises Leased.

(a) **Lease.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the parcel of real property legally described on Exhibit A attached hereto and outlined on the site plan attached hereto as Exhibit B (the "**Site Plan**"), and all improvements from time to time located thereon, including the Improvements to be constructed by Landlord as described in the Work Letter Agreement (the "**Premises**"), said Premises being agreed, for the purposes of this Lease, to have the number of rentable square feet as designated in Subparagraph 1(g), unless the as-built measurement is otherwise. Landlord shall deliver the Premises to Tenant in the condition required by this Lease by the Improvements Completion Date.

(b) **Improvements Punch List.** Landlord will notify Tenant in writing of the contemplated date when the Premises will be Substantially Completed ("**Completion Notice**"), at least sixty (60) days prior to such contemplated date. If Landlord fails to deliver the Completion Notice at least 60 days prior to the then-contemplated date of Substantial Completion, then the Improvements Completion Date will in any event be extended to at least the 60th day following the delivery of the Completion Notice. When Landlord considers the Improvements to be Substantially Complete, Landlord will notify Tenant and, within three (3) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and compile a list of incomplete and corrective items relating to the Improvements (collectively, "**Punch List Items**"), which items Landlord shall complete and correct at Landlord's sole cost and expense promptly thereafter, and Landlord shall remain responsible for the completion and correction of such items. In addition, Landlord shall be responsible, at Landlord's sole cost and expense, for any latent defects in the Improvements constructed by Landlord. Landlord shall construct the Improvements in compliance with all laws in effect at the time of construction. Landlord shall obtain a warranty from each general contractor against defective materials and workmanship with respect to the Improvements for a period of at least one (1) year from Substantial Completion and standard warranties from the respective installer or manufacturer of the roof and mechanical systems of which warranties shall be assigned by Landlord to Tenant without recourse or warranty of assignability. Landlord shall use its best efforts to obtain warranties in the name of Tenant or which are assignable to Tenant. Landlord shall assign to Tenant all other construction warranties, and all warranties relating to workmanship and materials, of any kind, that it may receive in relation to the construction of the Improvements. In the event any warranties received in relation to the construction of the Improvements are not assignable to Tenant, Landlord agrees to promptly enforce such warranties on Tenant's behalf. Notwithstanding anything to the contrary set forth herein, Tenant does not waive the right to cause Landlord at Landlord's sole cost and expense to (1) comply with Landlord's obligations set forth in this Lease relating to the repair, maintenance and replacement of the Premises, (2) complete any Punch List Items in accordance with the terms of this Lease, or (3) comply with Landlord's obligations to construct the initial Improvements in accordance with the requirements of applicable laws and documents filed of record applicable to the Premises as of the Improvements Completion Date.

(c) **AS IS.** EXCEPT AS PROVIDED HEREIN, NEITHER LANDLORD NOR ANYONE ACTING FOR OR ON BEHALF OF LANDLORD, HAS MADE ANY REPRESENTATION, WARRANTY, STATEMENT OR PROMISE TO TENANT CONCERNING THE

PREMISES, OR THE QUALITY, VALUE, FEASIBILITY, DESIRABILITY, THE IMPROVEMENTS FOR OR INTO ANY PARTICULAR USE, THE CURRENT OR PROJECTED INCOME OR EXPENSES OF THE PREMISES, OR ANY OTHER MATTER WITH RESPECT TO THE PREMISES; THAT IN ENTERING INTO THIS LEASE, TENANT HAS NOT RELIED UPON ANY REPRESENTATION, STATEMENT OR WARRANTY OF LANDLORD OR ANYONE ACTING FOR OR ON BEHALF OF LANDLORD, OTHER THAN AS EXPRESSLY CONTAINED IN THIS LEASE; AND TENANT DOES HEREBY WAIVE AND LANDLORD DOES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PREMISES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MARKETABILITY, MERCHANTABILITY AND TITLE, FITNESS FOR A PARTICULAR PURPOSE, TENANTABILITY, HABITABILITY, OR USE, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL ACCEPT THE EXISTING PREMISES "AS-IS" AND "WHERE-IS" AT THE EFFECTIVE DATE, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD MAKES NO REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OR SAFETY OF THE PREMISES.

(d) **Approval of Premises.** Tenant's taking possession of the Premises will be conclusive evidence that (1) Tenant has inspected (or has caused to be inspected) the Premises, and (2) Tenant accepts the Premises as being in good and satisfactory condition and suitable for Tenant's purposes, which shall be determined in Tenant's reasonable discretion, subject to Landlord's compliance with Landlord's covenants and obligations hereunder. Provided that Landlord has caused the Premises to be constructed in substantial conformance with the Work Letter Agreement attached hereto as Exhibit C and Landlord has tendered possession of the Premises to Tenant, Tenant will accept possession of the Premises on the Improvements Completion Date.

(e) **Due Diligence Materials.** Prior to the execution of this Lease, Landlord provided Tenant with the following due diligence materials: that certain Phase I Environmental Site Assessment dated March 18, 2016, prepared by Terracon Consultants, Inc., that certain Limited Site Investigation dated April 1, 2016, prepared by Terracon Consultants, Inc.; that certain ALTA/ACSM Land Title Survey dated February [undated], 2016, prepared by Arrow Land Survey, Inc., that certain Commitment for Title Insurance dated February 4, 2016, prepared by First American Title Insurance Company (the "**Title Commitment**"), and all of the documents appearing as exceptions on the Title Commitment.

3. **Term.**

(a) **Commencement and End.** The Term of this Lease shall be for the period designated in Subparagraph 1(h), unless such Term shall be sooner terminated in accordance with the terms of this Lease.

(b) **Confirmation.** Within thirty (30) days after the Improvements Completion Date, Landlord shall prepare, and Landlord and Tenant shall execute a Memorandum (the "**Lease Memorandum**") reaffirming the Rent Commencement Date and termination date of the Term, and setting forth the architecturally verified square footage, and such other items as Landlord or Tenant may reasonably require, in the form of Exhibit G attached hereto.

(c) **Termination.** In the event that Landlord has not acquired the Premises on or before July 30, 2016, then Tenant may elect to terminate this Lease by providing written notice to Landlord. In the event that Landlord has not received building permits and commenced construction of

the Improvements on or before November 30, 2016, then Tenant may elect to terminate this Lease by providing written notice to Landlord. In the event Tenant elects to terminate this Lease pursuant to this Subparagraph 3(c), neither Landlord nor Tenant shall have any further obligations under this Lease, except for those obligations that, by their terms, survive the termination.

4. **Possession.** From the Effective Date of this Lease until the Improvements Completion Date, Landlord shall be in sole and exclusive possession of the Premises for purposes of completing the Improvements, and Tenant shall not be entitled to occupy or use the Improvements and Landlord shall not be obligated to tender possession of the Improvements; provided, however, Landlord shall allow Tenant and any officer, director, owner, partner, employee, agent, or contractor of Tenant to enter onto the Premises from time to time for the purpose of inspecting the Premises and installing its furniture, fixtures and equipment prior to the Improvements Completion Date subject to the terms and conditions set forth in Exhibit C attached hereto.

5. **Rent.**

(a) **Annual Basic Rent.**

(i) **Payment.** Tenant agrees to pay Landlord as Annual Basic Rent for the Premises the Annual Basic Rent designated in Subparagraph 1(m) in twelve (12) equal monthly installments, each in advance on the first day of each and every calendar month during the Term.

(ii) **Prorations.** In the event the Term of this Lease commences or ends on a day other than the first day of a calendar month, then the rental for such periods shall be prorated in the proportion that the number of days this Lease is in effect during such periods bears to thirty (30), and such rental shall be paid at the commencement of such periods.

(iii) **Rent Increases.** Tenant agrees to pay the amount of the rent adjustments based on the CPI as provided in Paragraph 1(m) above.

(iv) **No Offset.** Annual Basic Rent, as adjusted, and all additional rent, shall be paid to Landlord, without any prior demand therefor and without any deduction or offset whatsoever except as expressly set forth herein, in lawful money of the United States of America, at the address of Landlord designated in Subparagraph 1(b) or to such other person or at such other place as Landlord may from time to time designate in writing.

(v) **Abatement.** Tenant shall be entitled to abatement or adjustment of Monthly Basic Rent in the event of a casualty or condemnation as more particularly provided in Paragraphs 22 and 23 below.

(b) **Additional Rent.** All amounts which Tenant is required to pay or discharge pursuant to this Lease in addition to Annual Basic Rent (including, without limitation, any amounts payable pursuant to Paragraph 25 hereof) together with every penalty, overdue interest and cost which may be added for nonpayment or late payment thereof, shall constitute additional rent hereunder ("**Additional Rent**" or "**additional rent**"; "**rent**" shall include additional rent unless the context clearly requires its exclusion). In the event of any failure by Tenant to pay or discharge any Additional Rent, Landlord shall have all rights, powers and remedies provided for herein or by law or otherwise in the case of nonpayment of Annual Basic Rent. Tenant may pay Additional Rent directly to the person entitled thereto.

(c) **Late Charges.** Tenant also covenants to pay to Landlord on demand as Additional Rent, interest at a rate, calculated on the basis of a 360-day year of twelve equal months, equal to 10% per annum (the "**Overdue Rate**") on, any amounts payable pursuant to this Lease, from the date such sum was due (after the expiration of any applicable notice and cure periods provided herein) until the date received by Landlord.

(d) **Rent Tax.** Tenant shall pay to Landlord, in addition to and simultaneously with the payment of all Rent, Additional Rent, and other charges payable hereunder, any excise, transaction, sales, or privilege taxes (but not income and estate taxes) now or hereafter imposed by any governmental agency upon Landlord in relation to Landlord's ownership of the Premises and measured by the rent payable under this Lease. To the extent permitted by applicable law, Tenant shall not be charged rental tax for any payments paid directly by Tenant and not received by Landlord as Additional Rent, such as real estate taxes paid by Tenant directly to governmental authorities. If any direct payments are challenged by the taxing authorities as being subject to rental tax, Tenant shall pay such taxes and indemnify Landlord against such claims and liabilities. Notwithstanding the foregoing, Tenant shall have the right to contest any such tax levy or imposition, at Tenant's sole cost and expense, provided that Tenant shall pay any taxes owing at the times required by applicable law but in all events not later than at the conclusion of such contest. The preceding sentence shall survive the termination of this Lease by the expiration of the Lease or otherwise.

6. **Net Lease.**

(a) **Net Lease.** This Lease is a "net lease" and Tenant shall pay all Annual Basic Rent and Additional Rent without notice, demand, counterclaim, set-off, or deduction, and, except as specifically provided herein, without abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. Except as expressly set forth in this Lease, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof by Tenant or anyone claiming by, through or under Tenant as lessee hereunder which may arise or become due during or with respect to the Term shall be paid by Tenant. Except as expressly set forth in this Lease, Tenant assumes the sole responsibility for the condition, use, operation, maintenance and management of the Premises, and Landlord shall have no responsibility in respect thereof and shall have no liability for damage to the property of Tenant or any sublessee of Premises for any reason whatsoever, unless such damage is caused by Landlord or its agents or invitees. Notwithstanding the foregoing, Landlord shall be responsible for the maintenance obligations for the "common areas" under that certain Restated Declaration of Easements, Covenants, Conditions and Restrictions dated as of December 9, 2002, and recorded at Docket 11943, Page 5561 in the Official Records of Pima County, Arizona on December 10, 2002 (the "**Restated ECR**"). Tenant does not assume and shall not be responsible for the performance of any maintenance obligations of the Parcel C Owner (as defined in the Restated ECR) set forth in the Restated ECR. Tenant shall reimburse Landlord for the Parcel C Owner's proportionate share of the Common Area Costs (as defined in the Restated ECR).

(b) **Taxes.**

(i) **Payment and Discharge.** Tenant hereby covenants and agrees to pay and discharge, on or before the last day upon which the same may be paid without interest or penalty, all taxes, including any tax based upon or measured by gross rentals or receipts from the Premises, assessments, levies, fees, utilities, water and sewer rents and other governmental and similar charges, general and special, ordinary or extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, and any interest and penalties thereon, which are levied or assessed or are otherwise due during the Term and association and similar dues and expenses for

private associations that are formed pursuant to a recorded instrument which are charged, assessed or otherwise due during the Term (collectively, "**Taxes and Impositions**") against (i) the use, occupancy, operation and possession of the Premises by Tenant, (ii) the Premises or this Lease, the interest of Tenant or Landlord therein, or any other interest or estate therein, (iii) Annual Basic Rent or Additional Rent or other sums payable by Tenant hereunder, or (iv) to the extent applicable, real property taxes. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no obligation to pay any estate, margin, franchise, gross receipts, inheritance, succession, capital levy or fee simple transfer tax of the Landlord growing out of, or levied in connection with, this Lease or the Landlord's right or interest in the Premises. Notwithstanding the foregoing, to the extent that Landlord is able to pass on its tax exempt status with respect to real property taxes, Tenant shall be excused from paying same. Landlord shall promptly deliver to Tenant a copy of all notices related to the Taxes and Impositions payable by Tenant hereunder.

(ii) **Installments.** If any tax and assessment levied or assessed against the Premises may legally be paid in installments, Tenant shall have the option to pay such tax or assessment in installments; provided, however, that upon the termination of the Term, Tenant shall pay any such Taxes and Impositions in full, on or prior to such termination date. If such amounts cannot be paid, prior to the termination of this Lease the Tenant shall escrow and deposit with Landlord a sum equal to the Taxes and Impositions that will accrue during the Term but will not become due and payable until after the Term. Landlord shall deliver to Tenant any excess amount within two (2) weeks of when such Taxes and Impositions are paid. The obligations of Landlord contained in this Subparagraph 6(b)(ii) shall survive, and be enforceable by Tenant, after the expiration or earlier termination of this Lease.

(iii) **No Income Tax Liability.** Nothing in this Lease shall require payment by Tenant of any net income, gross receipts or profits taxes of Landlord, any taxes imposed by any state or local government on, or measured by, the net income of Landlord, unless any such tax is in lieu of or a substitute for any other tax or assessment upon or with respect to the Premises otherwise payable by Tenant under this Lease, in which case such tax would be payable by Tenant hereunder.

(iv) **Proof of Payment.** Tenant shall furnish to Landlord within thirty (30) days after any written demand therefor by Landlord, proof of the payment of any tax, assessment, fee, water and sewer rent or charge which is payable by Tenant within the last past twelve (12) calendar months.

(v) **Landlord Protections.** If Tenant fails to pay and perform its required obligations regarding Taxes and Impositions within thirty (30) days after Tenant's receipt of Landlord's written notice of such failure, Landlord shall have the right to pay and perform such payments. Tenant shall pay to Landlord on demand as additional rent all costs incurred by Landlord in performing on Tenant's behalf with interest thereon at the Overdue Rate.

(vi) **Indemnity.** Tenant hereby indemnifies Landlord for, from and against any claims, losses, demands, protective advances and costs arising out of or related to Tenant's failure to pay and discharge Taxes and Impositions. Notwithstanding the foregoing, Tenant shall have the right to contest any such Tax or Imposition, or to pay such Tax or Imposition under contest and then contest such Tax or Imposition, in accordance with the then-applicable state procedures, all at Tenant's sole cost and expense but without any penalty hereunder, provided that Tenant may bring such contest in Landlord's name, and Landlord shall fully cooperate in such contest. Tenant shall pay any Taxes or Imposition owing at the times required by applicable law but in all events not later than the conclusion of any such contest.

(c) **Hazardous Materials.**

(i) **No Violations.** Except for Hazardous Materials (as defined below) contained in products used by Tenant for the Permitted Use or for ordinary cleaning and office purposes and maintenance of equipment, Tenant represents to Landlord that on the date hereof, and covenants with Landlord that during the entire Term, the Premises shall not contain any Hazardous Materials (as defined below) and shall be in substantial compliance with all laws, rules, regulations, orders, and ordinances regulating the use, storage, transport or handling of Hazardous Materials (as defined below). "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (A) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (B) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (C) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (D) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (E) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (F) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (G) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (H) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (I) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (J) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (K) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (L) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (M) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (N) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (O) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.) ("**Environmental Requirements**") regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or materials, as now or at any time hereafter in effect or enacted during the Term of this Lease.

(ii) **Indemnity.** Tenant hereby indemnifies Landlord and its directors, officers, members, partners, shareholders, employees and agents for, from and against all losses and all other claims, actions, losses, damages, costs and expenses of every kind, including reasonable attorneys', experts' and consultants' fees and costs, incurred at any time and arising from or in connection with (i) the existence of Hazardous Materials on or about the Premises arising from Tenant's use and occupancy of the Premises; (ii) the handling, release, threatened release, transport, storage, use or disposal, at any time, by Tenant or Tenant's invitee of Hazardous Materials at or about the Premises, or (iii) the failure to comply in full with all Environmental Requirements with respect to the Premises by Tenant or Tenant's invitee, excepting from subparts (i), (ii) and (iii) above any Hazardous Materials liability in connection with the Premises caused by Landlord or its agents, contractors, subcontractors and invitees. Notwithstanding anything in the foregoing to the contrary, Tenant shall in no way be liable or required to indemnify Landlord for (a) any environmental condition occurring prior to the Rent Commencement Date, or (b) any environmental condition caused by a tenant, owner, or user of an adjacent property.

7. **Landlord's Representations.** Landlord warrants and represents to Tenant as follows:

(a) **Authority.** Landlord has full power, right and authority to execute and perform this Lease.

(b) **No Conflict.** There are no consents or approvals of governmental authorities or third parties which have not been obtained that are required for the execution and delivery of this Lease by Landlord. The execution of this Lease shall not constitute a default under any material contract or agreement to which Landlord is bound. No agreement or obligation exists that affects Landlord and has the effect of restricting the ability of Landlord to perform its obligations under this Lease or enter into the transaction contemplated hereby.

(c) **Survival.** The warranties, representations, covenants, and obligations of Landlord contained in this Paragraph 7 shall survive, and be enforceable by Tenant, after the expiration or earlier termination of this Lease. Any indemnity of Landlord to Tenant in this Lease shall survive, and be enforceable by Tenant, after the expiration or earlier termination of this Lease.

(d) **Environmental.** To the best of Landlord's current actual knowledge as of the date of this Lease, Landlord has not received written notice from a governmental authority of a violation of any applicable environmental law or Environmental Requirements. During the Term of this Lease, Landlord shall remediate any Hazardous Materials in the Premises to the extent required by applicable Laws, so long as Tenant is not responsible for such Hazardous Materials and so long as Tenant is not in breach of its obligations under Subparagraph 6(c).

(e) **Ownership and Use of Premises.** As of the Effective Date, Landlord owns or will own fee simple title to the Premises and there are no documents of record affecting the Premises that prohibit the Premises from being used for the Permitted Use. Landlord will not cause any documents to be filed of record against the Premises without Tenant's prior written consent, which may be withheld in Tenant's sole discretion if it would adversely affect Tenant's ability to use the Premises for the Permitted Use.

8. Tenant's Covenants and Representations.

(a) **Authority.** Tenant has full power, right and authority to execute and perform this Lease.

(b) **No Conflict.** There are no consents or approvals of governmental authorities or third parties which have not been obtained that are required for the execution and delivery of this Lease by Tenant. The execution of this Lease shall not constitute a default under any material contract or agreement to which Tenant is bound. No agreement or obligation exists that affects Tenant and has the effect of restricting the ability of Tenant to perform its obligations under this Lease or enter into the transaction contemplated hereby.

(c) **Survival.** The warranties, representations, covenants, and obligations of Tenant contained in this Paragraph 8 shall survive, and be enforceable by Landlord, after the expiration or earlier termination of this Lease for a period of three (3) years. Except as otherwise provided herein, any indemnity of Tenant to Landlord in this Lease shall survive, and be enforceable by Landlord, after the expiration or earlier termination of this Lease for a period of three (3) years.

9. Use.

(a) **Use Limitation.** Tenant shall use the Premises only for the use specified in Subparagraph 1(n), subject to Subparagraph 9(b). Tenant shall have access to the Premises twenty-four hours a day, seven days per week.

(b) **Requested Changes.** Tenant shall not use or permit the Premises to be used for any purpose except for the use specified in Subparagraph 1(n) above unless Tenant obtains the Landlord's prior written consent for such other use. Landlord must receive at least thirty (30) days' prior written notice of such proposed change in use. Landlord shall not unreasonably withhold, condition or delay its consent to a change of use. Landlord shall not be deemed to unreasonably withhold or condition its consent if:

(i) Tenant's proposed new use is not related to Tenant's then-existing core business;

(ii) In Landlord's reasonable opinion the proposed new use is not permitted by the then existing zoning and other land use regulations or any private covenant or use restriction that may bind the Premises, unless Tenant shows no such restriction would apply. Landlord makes no representation in giving its consent that any new permitted use complies with any zoning or land use regulations or any private covenant or use restriction; or

(iii) Landlord's lender (if any) has not approved such change if so required.

(c) **No Violation.** Tenant shall not use or occupy the Premises in violation of any law or of the certificate of occupancy issued for the Premises, Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof, subject to Landlord's obligation to comply with all Legal Requirements prior to delivering the Premises to Tenant on the Improvements Completion Date and Tenant's right to contest Legal Requirements contained in Paragraph 18. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in first class repair and appearance, ordinary wear and tear excepted. Except to the extent expressly permitted herein, Landlord shall not encumber the Premises in any manner after the Effective Date that will impose any covenants, conditions or restrictions on the Premises or grant any easements, licenses, rights-of-way or other rights that conflict with Tenant's rights under this Lease or will limit or impair Tenant's access to or ability to use the Premises.

10. Payments and Notices.

(a) **Notices.** All rents and other sums payable by Tenant to Landlord hereunder shall be paid to Landlord at the address designated by Landlord in Subparagraph 1(b) above or at such other places as Landlord may hereafter designate in writing. Any notice required or permitted to be given hereunder must be in writing and may be given by registered or certified mail, return receipt requested, or by nationally-recognized overnight courier service addressed to Tenant at the address designated in Subparagraph 1(d) or to Landlord at the address designated in Subparagraph 1(b). Either party may by written notice to the other specify a different address for notice purposes. Any notice required or given under this Lease shall be deemed served: (i) three (3) business days after mailing in the case of service by certified or registered mail, return receipt requested, or (ii) upon receipt in the case of service by nationally-recognized overnight courier.

(b) **No Waiver.** Landlord's acceptance of any Overdue Rate, or other interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent

Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or any law now or hereafter in effect.

11. Brokers. The parties recognize that no brokerage commissions are due to any party. As part of the consideration for the granting of this Lease, each party represents and warrants to the other that to such party's knowledge no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Lease and that such party knows of no other real estate broker, agent or finder who is, or might be, entitled to a commission or compensation in connection with this Lease. Any broker, agent or finder of either party whom such party has failed to disclose herein shall be paid by the non-disclosing party. Each party shall hold the other harmless from all damages and indemnify the other for all said damages paid or incurred by the other resulting from any claims that may be asserted against such party by any broker, agent or finder undisclosed herein. Tenant acknowledges that certain Board Members of Landlord, namely Mark C. Irvin and Christopher H. Sheafe, are licensed real estate brokers in the state of Arizona. This provision shall survive the termination of this Lease.

12. Holding Over. If Tenant holds over after the expiration or earlier termination of the Term hereof without the express written consent of Landlord, Tenant shall become a tenant at sufferance only, at a rental rate equal to one hundred ten percent (110%) for the first month and thereafter equal to one hundred twenty-five (125%) of the Annual Basic Rent which would be applicable to the Premises upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal.

13. Taxes on Tenant's Property. Tenant shall be liable for and shall pay before delinquency, taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property or if the assessed value of the Premises is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, Tenant shall pay the taxes as Taxes and Impositions pursuant to Paragraph 6. Notwithstanding the foregoing, Tenant shall have the right to contest such taxes without penalty hereunder in the manner specified in Subparagraph 6(b)(vi) hereof.

14. Alterations. The parties acknowledge that this Paragraph 14 shall only apply to Changes made to the Improvements after the Improvements Completion Date, that the design and construction of the initial Improvements shall be governed by the Work Letter Agreement attached hereto as Exhibit C.

(a) **Changes.** Tenant may, at any time and from time to time during the Term of this Lease but subject to Landlord's approval pursuant to Subparagraph 14(b), at its sole cost and expense, make alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "**Changes**") in and to the Premises, on the following conditions, and providing such Changes will not result in a violation of or require a change in the certificate of occupancy (or its equivalent) applicable to the Premises:

(i) The permitted use of the Premises shall not be affected, and no Changes shall weaken or impair the structural strength or, in the reasonable opinion of Landlord, create the potential for unusual expenses to be incurred upon the removal of Changes and the restoration of the Premises upon the termination of this Lease.

(ii) All building and service systems or installations of the Premises ("**Service Facilities**") shall not be adversely affected.

(iii) In performing the work involved in making such Changes, Tenant shall be bound by and observe all of the conditions and covenants contained in this Paragraph 14.

(iv) Tenant shall not be permitted to install and make part of the Premises any materials, fixtures or equipment which are subject to liens, conditional sales contracts or chattel mortgages without the consent of Landlord.

(v) At the date upon which the Term of this Lease shall end, or the date of any earlier termination of this Lease, Tenant shall on Landlord's written request (which request must be made, if at all, at the time of Landlord's consent to the Change) remove the Changes so designated by Landlord for removal, and repair any damages occasioned by such removal, reasonable wear and tear excepted.

(vi) Notwithstanding anything to the contrary set forth herein, Tenant may make Changes which do not affect the Service Facilities of the Improvements, or structural aspects of the Improvements, which cost \$25,000 or less ("**Cosmetic Changes**") upon at least fifteen (15) days prior written notice to Landlord, but without the necessity of obtaining Landlord's prior written consent thereto, and without the requirement to remove such Cosmetic Changes.

(b) **Landlord's Approval.** Before proceeding with any Change (exclusive of Cosmetic Changes), Tenant shall submit to Landlord, for Landlord's written approval, plans and specifications, including any applicable mechanical, electrical and plumbing drawings, for the work to be done. If Landlord shall disapprove of any of Tenant's plans, Tenant shall be advised of the reasons for such disapproval. In any event, Tenant agrees to pay to Landlord, as additional rent, the actual and reasonable cost of Landlord's third party consultants (not to exceed \$2,500) for review of such plans and specifications, within thirty (30) days of receipt of invoices either from Landlord or such consultants. Any Change for which approval has been received shall be performed in accordance with the approved plans and specifications, and no amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord. Following construction of the work, Tenant shall prepare or cause to be prepared, at Tenant's expense, a record set of as-built plans reflecting the actual construction of the work, except for changes which do not affect the Services Facilities or the structural portions of the Improvements.

(c) **Work.** After Landlord's written approval has been sent to Tenant, Tenant shall enter into an agreement for the performance of the work to be done pursuant to this Paragraph 14 with a contractor reasonably approved by Landlord. All subcontractors used by the contractor shall be subject to Landlord's reasonable approval. Tenant's contractors shall obtain on behalf of Tenant and at Tenant's sole cost and expense, all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Changes and for final approval thereof upon completion. Any Changes in excess of \$50,000 shall be bonded by a completion and lien bond. In the event Tenant shall request any material changes in the work to be performed after the submission of the plans referred to in this Paragraph 14, such changes shall be subject to the same approvals and notices as the Changes initially submitted by Tenant.

(d) **Compliance.** All Changes and the performance thereof shall at all times substantially comply with (i) all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental authorities, agencies, offices, departments, bureaus and boards having jurisdiction thereof, (ii) all rules, orders, directions, regulations and requirements of any applicable fire rating bureau, or of any similar insurance body or bodies, and (iii) all reasonable rules and regulations of Landlord of which Tenant has prior notice, and Tenant shall cause Changes to be performed in compliance therewith

and in good and first class workmanlike manner, using materials and equipment at least equal in quality to the original installations of the Premises, provided that such materials are then commercially available in the marketplace. Changes shall be performed by contractors or mechanics reasonably approved by Landlord pursuant to this Paragraph 14, who shall coordinate their work in cooperation with any other work being performed by Landlord with respect to the Premises. Throughout the performance of Changes, Tenant, at its expense, shall carry, or cause its contractors to carry, worker's compensation insurance in statutory limits, and general liability insurance for any occurrence in or about the Premises, of which Landlord and its managing agent, if any, shall be named as additional parties insured, in such limits as Landlord may reasonably prescribe. Such policies shall comply with the applicable provisions of Paragraph 21 hereof.

(e) **No Liens.** Tenant further covenants and agrees that any mechanic's lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within thirty (30) days after the filing thereof, at the cost and expense of Tenant; provided, however, this shall not apply to the initial Improvements. Except as provided in Subparagraph 14(f), all permanently installed alterations, decorations, additions or improvements upon the Premises, made by either party, unless Landlord elects otherwise, shall become the property of Landlord, and shall remain upon, and be surrendered with the Premises, as a part thereof, at the end of the Term hereof, except that Landlord may by written notice to Tenant, given concurrently with Landlord's consent to the Change, require Tenant to remove all partitions and the like installed by Tenant, and Tenant shall repair any damage to the Premises arising from such removal, reasonable wear and tear, and damage by casualty or condemnation excepted, and if Tenant fails to so remove such items at the end of the Term, Tenant shall pay to the Landlord all of Landlord's costs of such removal and repair.

(f) **Removal.** All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term, provided that Tenant shall repair any damage caused by such removal, reasonable wear and tear, and damage by casualty or condemnation excepted. If Tenant shall fail to remove all of its effects from said Premises upon termination of this Lease for any cause whatsoever, Landlord may, at its option, remove the same in any manner that Landlord shall choose, and store said effects without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord upon demand any and all reasonable expenses incurred in such removal, including court costs and reasonable attorney's fees and storage charges on such effects for up to thirty (30) days, at which point Landlord may, at its option, without notice, but subject to the rights of equipment lessors (where Landlord has been notified of such rights) sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord and to the expense incident to the removal and sale of said effects.

(g) **No Modification of Liabilities.** Nothing contained in this Paragraph 14 shall be deemed to relieve Tenant of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any laws, order or requirement of any government or other authority required of Tenant under the terms of this Lease and nothing contained in this Paragraph 14 shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof other than as otherwise provided in this Lease.

15. Repairs.

(a) **Tenant's Obligation.** Subject to Landlord's restoration obligations under Paragraphs 22 and 23 expressly set forth in this Lease, Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any altered, rebuilt, additional or substituted buildings and other improvements, in the same condition as on the Improvements Completion Date, ordinary wear and tear, casualty and condemnation excepted, and will make all structural and non-structural, and ordinary and extraordinary changes, repairs and replacements, foreseen or unforeseen, which may be required, whether or not caused by its act or omission (unless caused by the act or omission of Landlord or its employees and authorized agents), to be made upon or in connection with the improvements to the Premises in order to keep the same in such condition, including taking action necessary to maintain the Premises in compliance with Legal Requirements (as defined below and subject to Landlord's obligation to comply with all Legal Requirements prior to delivering the Premises to Tenant on the Improvements Completion Date and the right to contest such matters contained in this Lease), Environmental Requirements and other health and safety laws unless this Lease expressly provides that Landlord is responsible for same (including, without limitation, Landlord's obligations with respect to the Premises pursuant to the Restated ECR, as further described in Paragraph 6(a) above). Subject to Landlord's restoration, maintenance, repair and replacement obligations expressly set forth in this Lease, Tenant shall, when and if needed or whenever reasonably requested by Landlord to do so by written notice to Tenant, at Tenant's sole cost and expense, maintain and make all repairs to the Premises. Subject to Landlord's restoration, maintenance, repair and replacement obligations expressly set forth in this Lease, Tenant shall upon the expiration or sooner termination of the Term hereof surrender the Premises to Landlord in the same condition as when received, reasonable wear and tear and loss by casualty or condemnation excepted. Tenant's maintenance obligations include:

(i) Any and all interior repairs, including but not limited to all repairs to its trade fixtures and electrical equipment and fixtures, plumbing fixtures, lines and equipment and other utility lines (including sewer and utility lines within and exclusively serving the Premises), to the point at which they are stubbed to the Premises, and wiring (including that within walls or ceilings, or under flooring or floor covering, or in or under the slab);

(ii) Storefront Repairs. All storefront repairs, including glass and doors, door frames, locks, lifts, openers and hardware;

(iii) Window Repairs. All repairs to windows (including sashes, frames, locks and hardware) and all Tenant's signs (including replacement of signs); and

(iv) Maintenance and Repair. All the maintenance, repair and replacement of the heating, ventilating and air conditioning system ("**HVAC System**") located in and exclusively serving the Premises, including maintenance of all fixtures, equipment, ducts, machinery, machinery controls, appliance and utility lines as are used for, in connection with or which are part of the electrical, plumbing, heating, air conditioning, ventilation or other mechanical systems in and exclusive to the Premises.

(b) **Landlord Maintenance.** In addition to Landlord's construction of the Improvements and Landlord's restoration obligations under Paragraphs 22 and 23 of this Lease, Landlord will maintain, keep in good repair and replace as necessary, at Landlord's sole cost and expense, the following: the foundation, the floor slab, the roof structure, the structural soundness of the exterior walls of the Premises (excluding the exterior paint of the Premises), utility systems and sewer lines up to the point of where they are stubbed to the Premises. All requests for repairs must be submitted to

Landlord in writing, except in the case of an emergency. If Landlord fails to make any such repair or replacement required by this Subparagraph 15(b), within 45 days after receipt of written notice from Tenant, Tenant may, at Tenant's option, make such repairs or replacements on Landlord's behalf, and Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action plus interest on such unpaid amount at the Overdue Rate. Notwithstanding the foregoing, if Landlord has commenced the repairs or replacements within such 45-day period and is diligently pursuing them to completion, Tenant may not make such repairs or replacements on Landlord's behalf pursuant to the preceding sentence so long as Landlord is diligently pursuing same to completion.

(c) **Landlord Protections.** If Landlord provides notice to Tenant which requires the action of Tenant with respect to repairs or maintenance as set forth in Subparagraph 15(a) above, and Tenant fails to provide such action as required by the terms of this Lease, then Landlord may proceed to take the required action upon delivery of an additional thirty (30) days' notice (or immediately after notice in the case of an emergency) to Tenant specifying that Landlord is taking such required action, and if such action was required under the terms of this Lease to be taken by Tenant, and if Tenant does not commence such repairs or maintenance within said thirty (30) days (or such longer period of time as may be reasonably required) and diligently pursue the same to completion, then Landlord shall be entitled to prompt reimbursement by Tenant of Landlord's reasonable costs and expenses in taking such action plus interest on such unpaid amount at the Overdue Rate.

16. **Liens.** Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed and are not discharged by Tenant by bond or otherwise within thirty (30) days after the filing thereof, Landlord may, without waiving its rights and remedies based on such breach of Tenant and without releasing Tenant from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien, provided if such lien is bonded over in accordance with applicable Arizona law, then Tenant shall have the right to file an action to contest any such liens, and Landlord shall not satisfy any such lien until the conclusion of such action. Tenant shall pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such liens, together with interest on such unpaid amount at the Overdue Rate.

17. **Entry by Landlord.** Subject to Landlord's agreement to minimize any disturbance of Tenant's use of the Premises by exercise of the following rights, Landlord reserves and shall during normal business hours upon 24 hours' advance notice have the right to enter the Premises (except that no notice shall be required in the case of an emergency) to inspect the same and make any repairs required to be made by Landlord hereunder, to show said Premises to prospective purchasers accompanied by Landlord or, during the last six (6) months of the Term of this Lease, to prospective tenants accompanied by Landlord, to post notices of non-responsibility, all without being deemed guilty of any eviction of Tenant. Except as expressly provided to the contrary in this Lease, Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, or any loss of occupancy or quiet enjoyment of the Premises, or other loss occasioned thereby.

18. **Legal Requirements.**

(a) **Tenant's Obligations.** Except as otherwise expressly provided in this Lease, Tenant shall, as of the Improvements Completion Date and at Tenant's sole cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated, ordinary or extraordinary, of every government and municipality

having jurisdiction over the Premises and of any agency thereof, including without limitation, the Americans With Disabilities Act of 1990 and other health, safety and access laws, relating to the Premises, or the Improvements thereon, or the facilities or equipment thereon or therein, or the streets and sidewalks adjoining the Premises, or the appurtenances to the Premises, or the privileges connected therewith (collectively, "**Legal Requirements**"), whether or not such Legal Requirements shall necessitate structural changes, improvements, interference with use and enjoyment of the Premises, replacements or repairs, extraordinary as well as ordinary, and Tenant shall so perform and comply, whether or not such Legal Requirements shall currently exist or shall hereafter be enacted or promulgated, and whether or not such Legal Requirements are within the present contemplation of Landlord or Tenant. Notwithstanding the foregoing, Tenant shall have the right to contest such Legal Requirements, in accordance with the then-applicable state procedures, all at Tenant's sole cost and expense but without any penalty hereunder, provided such contest shall not have a material adverse effect on the Premises. Except for maintenance obligations of Landlord under the Restated ECR (as set forth in Paragraph 6(a) above), Tenant shall, at Tenant's cost and expense, perform and comply with the terms of any easement or other covenant of record. Tenant shall comply with the terms of and perform its obligations under any consent of Tenant to any assignment of this Lease to a lender.

(b) **Landlord Protections.** Unless Tenant is lawfully contesting the Legal Requirements, if Tenant fails to pay and perform its required obligations regarding Legal Requirements within thirty (30) days after Tenant's receipt of Landlord's written notice of such failure, and if such action was required under the terms of this Lease to be taken by Tenant, and if Tenant does not commence such action within said thirty (30) days (or such longer period of time as may be reasonably required) and diligently pursue the same to completion, Landlord shall have the right to pay and perform such payments. Tenant shall pay to Landlord on demand as additional rent all costs incurred by Landlord in performing on Tenant's behalf with interest on such unpaid amount at the Overdue Rate.

(c) **Improvements.** Notwithstanding the foregoing in this Paragraph 18, Landlord represents and warrants to Tenant that the Improvements shall be in compliance with all Legal Requirements in effect as of the Improvements Completion Date except with respect to any of Tenant's Changes, if any (but Landlord expressly disclaims any duty with respect to future compliance that may be required with any Legal Requirements then enacted after the Improvements Completion Date, including without limitation, any modification or elimination of any Freon or other chemical system).

19. Indemnification. Tenant hereby agrees to defend (with counsel reasonably satisfactory to Landlord), indemnify and hold Landlord harmless for, against and from any and all loss, cost, liability, damage or expense including, but not limited to, penalties, fines, reasonable attorneys' fees and costs (collectively, "**Claims**") arising from Tenant's use of the Premises or the conduct of its business therein or from any activity, work, or thing done, permitted or suffered by Tenant, its agents, contractors, employees or invitees in or about the Premises during the Term, and such indemnification will survive as set forth in Paragraph 8(c). Notwithstanding the foregoing, Tenant shall not be required to defend, indemnify and hold Landlord harmless from any Claims to any person, property or entity to the extent resulting from the negligence of Landlord or its agents, employees, licensees or invitees in connection with Landlord's activities at the Premises (except for damage to the Improvements and Tenant's personal property, trade fixtures, furniture and equipment in the Premises, to the extent Tenant is required to obtain the requisite insurance coverage pursuant to this Lease excepting any insured deductible amount borne solely by Landlord). Tenant must carry insurance pursuant to Subparagraph 21(a) below to cover the Improvements; Tenant hereby indemnifies and holds Landlord harmless from any Claim to any property within the Improvements, to the extent such Claim is covered by such insurance (excepting any insurance deductible amount borne solely by Landlord), even if resulting from the negligent acts or omissions of Landlord or those of its agents, employees, licensees or invitees. In case any action or proceeding may be

brought against Landlord or Tenant by reason of any such Claim, Landlord or Tenant (as the case may be) upon notice from the other hereby agrees to defend the same at their expense by counsel reasonably approved in writing by the other. The indemnity obligations of Tenant hereunder will not apply to Claims arising out of the gross negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees. Landlord hereby indemnifies, defends and holds Tenant harmless for, against and from any and all loss, cost, liability, damage or expense including, but not limited to, penalties, fines, reasonable attorneys' fees and costs of any kind, nature or description resulting from any injuries to or death of any person or any damage to property which arises, or is claimed to arise from any of the following: (1) an incident or event which occurred on the Premises prior to the Improvements Completion Date, or (2) the sole negligence, gross negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees (the "**Landlord-Related Claims**"). The indemnity obligations of Landlord hereunder will not apply to a Landlord-Related Claim arising out of the gross negligence or willful misconduct of Tenant, its agents, contractors, employees or invitees.

20. Damage to Property. Landlord waives any and all rights of recovery, claims, actions or causes of action against Tenant and its members, partners, shareholders, directors, officers, employees, invitees or agents, and Tenant waives any and all rights of recovery, claims, actions or causes of action against Landlord and its members, partners, shareholders, directors, officers, employees, invitees or agents, for any loss or damage to property or property resulting from fire, explosion, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or any other patent or latent cause whatsoever, subject to the provisions of Subparagraphs 2(d) and 15(b) hereof, which is covered or would have been covered under the insurance policies required under this Lease, regardless of whether the negligence of the other party caused such loss or damage. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in the fixtures located therein.

21. Insurance.

(a) **Types of Coverage.** Tenant at its sole cost and expense shall, during the entire Term hereof, obtain, maintain and keep in full force and effect, providing at least the coverages set forth herein:

(i) Comprehensive all risk insurance on the Improvements (including all replacements and additions thereto) and its personal property, in each case (A) in an amount equal to 100% of the "Full Replacement Cost," which for purposes of this Lease shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation; (B) containing either an agreed amount endorsement or a waiver of all co-insurance provisions; (C) providing for a deductible of not greater than \$100,000; and (D) if any of the Improvements or the use of the Premises shall at any time constitute a legal non-conforming structure or use, Tenant shall obtain an "Ordinance or Law Coverage" or "Enforcement" endorsement, which shall include sufficient coverage for (1) costs to comply with building and zoning codes and ordinances, (2) demolition costs, and (3) increased costs of construction. If any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area," Tenant shall obtain flood hazard insurance, but in no event less than the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended. Deductibles for properties designated as Special Flood Hazard Areas as defined by the Federal Emergency Management Agency may be subject to higher deductibles based on a percentage of the values of the location and subject to a minimum of \$1,000,000. Any recovery by Landlord, Tenant or Landlord's mortgagee under any policy of insurance maintained in accordance with clause (i) of paragraph (a) of this Paragraph 21 shall be applied

in the manner provided in Paragraph 22 hereof. Landlord at its option may obtain such insurance and bill Tenant the costs of such insurance as additional rent.

(ii) A policy for commercial general liability insurance covering Tenant's use and occupancy of the Leased Premises, including bodily injury, property damage, contractual liability under this Lease, independent contractors, products and completed operations liability and owned/non-owned auto liability, occurring on the Premises, minimum combined single limit \$5,000,000 and \$5,000,000 aggregate. Such policy shall include a blanket waiver of subrogation in favor of Landlord and shall include Landlord as an additional insured under a blanket endorsement. Tenant's insurance shall be primary, with any insurance maintained by Landlord to be considered excess. Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Such insurance (A) to be on the "occurrence" form; and (B) to continue at not less than the aforesaid limit until required to be changed by Landlord in writing to an amount which is then customary and commercially reasonable in relation to the type of operation then being conducted by Tenant in the Premises, by reason of changed economic conditions making such protection inadequate.

(iii) Worker's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord or the Premises. In lieu of such workmen's compensation insurance, Tenant may provide a program of self-insurance so long as it complies with the rules, regulations and requirements of the appropriate state agency of the State of Arizona, but no less than \$500,000 / \$500,000 / \$500,000.

(iv) To the extent not covered by a policy required pursuant to Subparagraph 21(a)(i) - (iii) above, (A) at all times during which structural construction, material repairs or alterations are being made with respect to the Improvements insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy; and (B) during construction other than Cosmetic Changes the insurance provided for in Subparagraph (a)(i) written in a so-called builder's risk completed value form on a non-reporting basis.

(v) During the construction of the Improvements the Tenant shall carry builder's risk and the other insurance required by subpart (iii) on all of the Improvements and stored materials at Tenant's sole cost and expense.

(vi) If the Premises contains HVAC or other equipment not covered by a policy required pursuant to Subparagraph 21(a)(i) - (iii) above, comprehensive boiler and machinery insurance, in amounts as shall be reasonably required by mortgagees of Landlord.

(vii) Any other form or forms of insurance as Tenant or Landlord or the mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself, but in no event shall such increased amounts of insurance or such other commercially reasonable types of insurance be in excess of that then commonly required by landlords of comparable projects in metropolitan Tucson, Arizona.

(b) **Policies.**

(i) All insurance provided for in Subparagraph (a) hereof shall be obtained under valid and enforceable policies (the "Policies" or in the singular, the "Policy").

(ii) The Policies maintained pursuant to this Lease shall (A) with respect to all policies of fire, all risk or similar casualty insurance, provide that the insurer waives all rights of subrogation against Landlord, any successor to Landlord's interest in the Premises and Landlord's mortgagee; (B) provide that in the event of a loss involving more than one insured the Policies shall be deemed to apply separately for the interest of each insured; and (C) be primary and without right or provision of contribution as to any other insurance carried by Landlord.

(iii) The insurance companies must be approved, authorized or licensed to provide insurance in Arizona and have a rating of "A" or better for claims paying ability assigned by Moody's Investors Service, Inc. and Standard & Poor's Rating Group or a general policy rating of A- or better and a financial class of VIII or better assigned by A.M. Best Company, Inc. Each such insurer shall be referred to herein as a "**Qualified Insurer**." Tenant agrees that certificates of insurance or, if required by Landlord or the mortgagees of Landlord, will be delivered to Landlord as soon as practicable after the placing of the required insurance, but in no event later than ten (10) days after Tenant takes possession of all or any part of the Premises, including possession taken under the Work Letter Agreement attached as Exhibit C.

(iv) Tenant shall use commercially reasonable efforts to notify Landlord and the mortgagees of Landlord in writing prior to any, reduction in coverage below the requirements contained in this Lease, cancellation, or other termination thereof.

(v) Tenant may provide any required insurance through an umbrella or blanket liability or casualty Policy (which blanket or umbrella policy may be issued to the parent company of Tenant, if any, so long as Tenant is and remains a named insured under said policy and such blanket policy otherwise complies with the terms of this Lease), provided, in each case, such Policy affords the coverage required above, is issued by a Qualified Insurer. Such policies may contain a deductible that is commensurate with Tenant's financial condition; provided, however, the deductible shall not exceed \$5,000,000.

(vi) All Policies of insurance provided for or contemplated by Subparagraph (a), except for the Policy referenced in Subparagraph (a)(iii), shall name Landlord, Tenant and Landlord's mortgagee as the insured or additional insured, as required by this Paragraph 21 or as their respective interests may appear, and in the case of property damage, boiler and machinery and flood insurance, shall contain a standard non-contributing mortgagee clause naming the mortgagee of Landlord as the person to which all payments made by such insurance company shall be paid as loss payee and mortgagee providing, among other things, that the loss thereunder shall be payable to the mortgagee. If no mortgagee exists, the Landlord shall be named as sole loss payee. If Landlord is named as loss payee, and a blanket property policy is in place, Tenant shall be entitled to participate in any settlement and adjustment with the carrier subject to Landlord's reasonable approval, provided that in any case, Landlord shall and hereby is authorized to solely collect and receive any such insurance proceeds with respect to its interests as established by this Lease.

(c) **Payment of Proceeds on Termination.** Notwithstanding anything in this Lease to the contrary, in the event of damage to or destruction of the Premises entitling either party to terminate this Lease pursuant to Paragraph 22 hereof, Tenant will immediately pay to Landlord all of the insurance proceeds (except to the extent related to Tenant's trade fixtures, equipment, furniture or other personal property) in the Improvements, including all Changes. Tenant shall be entitled to any portion of the insurance proceeds which relate to Tenant's trade fixtures, equipment, furniture and other personal property.

(d) **No Separate Insurance.** Tenant shall not obtain any separate or additional insurance which is contributing in the event of loss unless Landlord and Landlord's mortgagee (if any) are each insured thereunder (as their interests may appear). Landlord may, but shall not be obligated to, take out and carry any other form or forms of insurance as it or the mortgagees of Landlord may reasonably determine advisable. Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord. Landlord will not carry insurance of any kind on Tenant's property, furniture or furnishings or on any equipment of Tenant under this Lease, and except as provided in Paragraph 19 above, Landlord shall not be obligated to repair any damage thereto or replace the same.

(e) **Compliance.** Tenant shall comply with all of the terms and conditions of each insurance policy maintained pursuant to the terms of this Lease. Tenant shall promptly comply with all reasonable requirements of the insurance authority or of any insurer now or hereafter in effect relating to the Premises.

(f) **Landlord Protections.** If any insurance policy shall be canceled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced, in any way by reason of the use or occupation of the Premises or any part thereof by Tenant or by any assignee or sub-tenant of Tenant or by anyone permitted by Tenant to be on the Premises and, if Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after written notice thereof from Landlord, Landlord may, at its option to obtain such Policies and enter upon the Premises and attempt to remedy such condition and Tenant shall forthwith pay the cost thereof to Landlord as additional rent. Notwithstanding the foregoing provisions of this Subparagraph 21(f), if Tenant fails to remedy as aforesaid, Tenant shall be in default of its obligations hereunder and Landlord shall have no obligation to attempt to remedy such default.

(g) **Waiver of Subrogation.** As provided in Subparagraph (b)(ii) above, any policy or policies of fire, all risk or similar casualty insurance, which either party obtains in connection with the Premises and the insurance required to be obtained by Tenant pursuant to the provisions of Subparagraph 21(a)(iii) above shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant hereby waive any rights of recovery against the other for injury or loss due to hazards covered by any such policy of insurance or which would have been covered under the insurance policies required under this Lease, regardless of whether the negligence of the other party caused such loss or damage and irrespective of whether such policies contain such a waiver of subrogation clause or endorsement.

22. Damage or Destruction.

(a) **Landlord's Rebuilding.** In the event the Premises are damaged by fire or other perils covered by insurance required to be carried by Tenant or insurance otherwise carried by Landlord (or Landlord if it so elects pursuant to Paragraph 25) under this Lease, Landlord shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease shall continue in full force and effect, subject to rent abatement contained in Paragraph 22(c) below. Landlord shall not be required to commence its work unless and until the insurance proceeds and deductibles are available to Landlord. Notwithstanding anything in the Lease to the contrary, if such damage or destruction occurs in the last eighteen (18) months of the Term and such damage costs more than \$250,000 to repair or will take more than 180 days to complete, then either Tenant or Landlord shall have the option to terminate this Lease as of the date of such damage or destruction by providing written notice to the other party. Under any of the conditions of this Subparagraph 22(a), Landlord shall give

written notice ("**Damage Notice**") to Tenant of the estimated cost and time to complete the repairs within sixty (60) days from the date Landlord learns of the necessity for repairs as a result of the damage. Upon the occurrence of any damage to the Premises, in addition to all requirements herein to name Landlord's mortgagee (or Landlord if no mortgagee exists) as loss payee, Tenant shall deliver and assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under the Policies and all deductibles (except for that portion of insurance proceeds allocable to Tenant's trade fixtures and personal property); provided, however, that in the event Tenant (as opposed to Landlord) is the insuring party under Paragraph 21 of this Lease and if the cost of such repairs mutually agreed upon by Landlord and Tenant exceeds the amount of insurance proceeds and deductibles received by Landlord, the cost of such reasonably necessary repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In the event either Party elects to terminate this Lease pursuant to this Subparagraph 22(a), this Lease shall be deemed to have terminated as of the date of such destruction with the insurance proceeds (except for the portion of such proceeds relating to coverage for Tenant's articles of personal property, all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Tenant or installed by Tenant in the Premises, on a last paid basis) paid to and retained by Landlord in accordance with Subparagraph 21(c) above.

(b) **Possible Lease Termination.** If the repairs cannot, in the reasonable opinion of Landlord as stated in the Damage Notice, be completed within 180 days after being commenced, Tenant may elect, conditioned on Tenant delivering all required insurance proceeds and deductibles required by this Lease to Landlord, no later than ninety (90) days after the date of Tenant's receipt of the Damage Notice, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be more than sixty (60) days after the date such notice is given by Tenant. Furthermore, if Tenant has not terminated this Lease, and the repairs are not actually completed within such 180-day period, Tenant shall have the further right, again conditioned on Tenant delivering all required insurance proceeds and deductibles required by this Lease to Landlord, to terminate this Lease on thirty (30) days' notice, unless during such time the repairs are completed by Landlord, by notice to Landlord (the "**Damage Termination Notice**"), effective as of the 30th day following the date of the Damage Termination Notice (the "**Damage Termination Date**"). Notwithstanding the foregoing, if Tenant delivers a Damage Termination Notice to Landlord, then Landlord shall have the right to suspend the occurrence of the Damage Termination Date for a further period ending thirty (30) days beyond the thirty (30) days provided by the Damage Termination Date set forth in the Damage Termination Notice by delivering to Tenant, within five (5) business days of Landlord's receipt of the Damage Termination Notice, a certificate of Landlord's contractor responsible for the repair of the damage certifying that it is such contractor's good faith judgment that the repairs shall be substantially completed within such further thirty (30) days after the Damage Termination Date. If repairs shall be substantially completed prior to the expiration of such thirty-day period, then the Damage Termination Notice shall be of no force or effect, but if the repairs shall not be substantially completed within such thirty-day period, then this Lease shall terminate upon the expiration of such thirty-day period.

(c) **Lease Termination.** Upon any termination of this Lease under any of the provisions of this Paragraph 22, the parties shall be released thereby without further obligation to the other from the date possession of the Premises is surrendered to Landlord except for items which have theretofore accrued and are then unpaid and for provisions that survive the termination of this Lease.

(d) **Rent.** If the Premises or a portion thereof is not usable as a result of damage by a risk covered by insurance required to be carried by Tenant or insurance otherwise carried by Landlord, Monthly Basic Rent (but not any obligation to pay taxes or other additional rent) shall be abated for the period of the restoration in the proportion which the area of the Premises which is not

usable by Tenant as a result of such damage (which area may be greater than the area of the damage itself) bears to the total area of the Premises.

(e) **No Release.** Tenant shall not be released from any of its obligations under this Lease except to the extent and upon the conditions expressly stated in this Paragraph 22.

(f) **Landlord Termination Election.** In the event that the Premises are materially and substantially damaged by a peril that is not covered by all risk insurance or required to be insured under Paragraph 21 above, and as a result Tenant is not able to operate Tenant's business in the ordinary course in the Premises, Landlord may elect to terminate this Lease by delivering written notice to Tenant. If Landlord does not elect to terminate this Lease as provided herein but then does not commence repairs to the Premises, then Tenant may elect to terminate this Lease by delivering written notice to Landlord.

(g) **Landlord's Scope of Repair** It is hereby understood that if Landlord is obligated to or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the Premises (i) which were part of the initial Improvements or by approved alterations or (ii) for which Landlord has actually received insurance proceeds from insurance required to be carried by Tenant hereunder or (iii) which were damaged as a result of the negligence or willful misconduct of Landlord or of its agents, contractors or employees (provided that this Subparagraph (g) is not intended to, and shall not, relieve Tenant's insurance carriers of their obligations, to the extent such carriers are required to pay for the cost of repair of any such damage), and the repair and restoration of all other items shall be the obligation of Tenant.

(h) **Exclusive Agreement.** The provisions of this Lease, including this Paragraph 22, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, and any statute or regulation with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises. Tenant waives any right to terminate the Lease pursuant to A.R.S. § 33-343.

23. Eminent Domain.

(a) **Permanent Taking.** In case the whole of the Premises, or any portion thereof that has a material adverse effect on Tenant's business as a Permitted Use shall be permanently taken by one or more takings for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, Landlord or Tenant shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority ("**Permanent Taking**"). The termination shall be made on not less than thirty (30) days prior written notice to the other party hereto but in all events such notice shall be given within ninety (90) days of the date of surrender of possession for such Permanent Taking. Tenant shall immediately give written notice to Landlord of any threatened Permanent Taking and Landlord shall always have at least ninety (90) days from its receipt of such notice to elect to cancel this Lease. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and, except as provided in the last sentence of this Paragraph 23(a) below, Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event this Lease has not terminated by reason of a Permanent Taking, Landlord shall still be entitled to the entire amount of the award without deduction for any estate or interest of Tenant but Landlord shall proceed to restore the Premises to substantially their same condition prior to

such taking, as provided in the case of damage or destruction pursuant to Paragraph 22. Rent shall not abate during repair, reconstruction or restoration but a proportionate allowance shall be made to Tenant for the rent corresponding to the part of the Improvements, if any, of which Tenant shall be so permanently deprived on account of such taking. Nothing contained in this Paragraph shall be deemed to give Landlord any interest in any award separately made to Tenant for the taking of personal property and trade fixtures belonging to Tenant or for moving costs incurred by Tenant in relocating Tenant's business.

(b) **Other Taking.** In the event of taking of the Premises or any part thereof that is not a Permanent Taking, (i) this Lease shall be and remain unaffected thereby and rent shall abate in proportion to the percentage of the Premises thereby taken, and (ii) Tenant not Landlord shall be responsible for all repairs at its cost, which will be reimbursed by Landlord from any condemnation award received by Landlord, if any.

24. Bankruptcy. If Tenant shall file a petition in bankruptcy under federal bankruptcy law as then in effect, or if Tenant is adjudicated a bankrupt in involuntary bankruptcy proceedings and such adjudication shall not have been vacated within sixty (60) days from the date thereof, or if a receiver or trustee be appointed of Tenant's property and the order appointing such receiver or trustee not be set aside or vacated within sixty (60) days after the entry thereof, or if Tenant shall assign Tenant's estate or effects for the benefit of creditors, or if this Lease shall otherwise by operation of law pass to any persons other than Tenant, then and in any such event Landlord may, if Landlord so elects, with or without notice of such election and with or without entry or action by Landlord, forthwith terminate this Lease, and notwithstanding any other provisions of this Lease. Landlord, in addition to any and all rights and remedies allowed by law or equity, shall upon such termination be entitled to recover damages in the amount provided in Subparagraph 25(b) below and neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession of the Premises. Nothing herein contained shall limit or prejudice the right of Landlord to prove and obtain as damages by reason of any such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of damages recoverable under the provisions of this Paragraph 24.

25. Defaults and Remedies.

(a) **Events of Default.** After the passage in full of the cure periods described below, the occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(i) The failure by Tenant to make any payment of rent or additional rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of 10 days after the due date thereof, without the requirement of notice from Landlord, if Tenant fails to make such payment when due and Landlord has given Tenant written notice of failure to make such payment on two or more occasions during a given Lease Year.

(ii) Abandonment of the Premises by Tenant; provided that the foregoing shall not constitute a default so long as Tenant, at Tenant's cost, makes provisions for security for the Premises reasonably satisfactory to Landlord and continues to maintain the Premises and to pay Rent as required hereunder.

(iii) Intentionally Deleted.

(iv) The failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Subparagraph 25(a)(i) through (iii) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of and not in addition to, any notice required under Arizona law; provided, further, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(v) (1) The making by Tenant of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within sixty (60) days.

(b) **Remedies.** Upon the occurrence of a default by Tenant and so long as such default shall be continuing, in addition to any other remedies available to Landlord at law or in equity, including, without limitation, Landlord's right to continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord terminates Tenant's right to possession without terminating the Lease after a default, Landlord shall use commercially reasonable efforts to relet the Premises. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination exceeds the amount of fair market rent for the Premises; plus

(iii) any other amount necessary to compensate Landlord for all the damages actually caused by Tenant's failure to perform its obligations under this Lease.

(iv) As used in Subparagraphs 25(b)(i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Overdue Rate. As used in Subparagraph 25(b)(iii) above, the "worth at the time of award" and "fair market rent" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Termination of this Lease shall not terminate or diminish Tenant's obligations and liabilities under this Lease.

(v) Upon termination of this Lease or repossession of the Premises due to the occurrence and continuance of an Event of Default, Landlord shall promptly use commercially reasonable efforts to relet the Premises.

(vi) Notwithstanding anything herein to the contrary, Tenant shall not be liable to Landlord for consequential, special or punitive damages by reason of a failure to perform (or a default) by Tenant under this Lease.

(c) **Landlord Protections.** If Tenant fails to comply with its obligations under this Lease after the expiration of any applicable notice and/or cure periods provided herein and after thirty (30) days' written notice to Tenant (except in the event of an emergency or failure to carry insurance), Landlord shall have the right to undertake such obligations (without liability for any loss or damage to Tenant's property or business), including without limitation, Taxes and Impositions or Legal Requirements, and Tenant shall pay to Landlord, on demand, the costs thereof with interest thereon at the Overdue Rate. In the event of any default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant for such period of time as may be required by applicable law after which time Landlord may dispose of such property in accordance with applicable law. No re-entry or taking possession of the Premises by Landlord pursuant to this Subparagraph 25(c) (pursuant to Tenant's abandonment or otherwise) shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant.

(d) **Cumulative Remedies.** All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(e) **Landlord's Default.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord fails to perform such obligation within forty-five (45) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than forty-five (45) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such forty-five (45) day period and shall thereafter diligently pursue the same to completion. If Landlord is in default of its obligations under Paragraphs 22 or 23, the time periods set forth in those paragraphs shall govern Landlord's time to cure the default. If an event of default by Landlord occurs hereunder, Tenant may perform such obligations and Landlord shall reimburse Tenant all actual third-party, out-of-pocket costs incurred by Tenant in connection with performing such obligations, together with interest thereon at the Overdue Rate, within thirty (30) days after Tenant delivers to Landlord written demand therefor, accompanied by invoices substantiating Tenant's claim. If Landlord has not timely reimbursed Tenant as required in this Subparagraph 25(e), then Tenant may offset such amounts against the rent owed by Tenant hereunder for each such month. In addition to any other rights or remedies set forth herein, Tenant may pursue a claim against Landlord for actual damages, injunctive relief, or specific performance; provided, however, in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in Subparagraph 41(a). No waiver by Tenant of any violation or breach of any of the terms contained herein shall waive Tenant's rights regarding any future violation of such term. Any and all remedies set forth in this Lease: (1) shall

be in addition to any and all other remedies Tenant may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Tenant may elect. The exercise of any remedy by Tenant shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Notwithstanding anything herein to the contrary, Landlord shall not be liable to Tenant for consequential, special or punitive damages by reason of a failure to perform (or a default) by Landlord under this Lease.

26. Assignment and Subletting.

(a) **Assignment by Tenant.** Tenant shall not assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment, sublease or encumbrance without Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a default. For purposes hereof, in the event Tenant is a partnership or a limited liability company, a withdrawal or change of partners/members, or change of ownership of partners/members, owning more than a fifty percent (50%) interest in the partnership or a limited liability company, or if Tenant is a closely held corporation (i.e., a corporation which is not publicly traded or a corporation whose shares are held by fewer than 500 persons or entities), any transfer of fifty percent (50%) or more of its stock, shall constitute a voluntary assignment and shall be subject to these provisions. A change of partners owning less than fifty percent (50%) interest in a partnership, or a transfer of less than fifty percent (50%) of a corporation's stock, may also be deemed to constitute a voluntary assignment subject to these provisions (but not where the corporation is publicly traded or not where the corporation shares are held by greater than 499 persons or entities) if it results in a change of control of the partnership or corporation. No consent to an assignment, or encumbrance shall constitute a further waiver of the provisions of this Paragraph. Notwithstanding anything contained in this Paragraph 26 to the contrary but otherwise subject to the provisions of this Lease, Tenant may assign all or any portion of the Premises, without the prior written consent of Landlord, to any of the following: (i) an affiliate of Tenant, (ii) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as: (a) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (b) such surviving or created entity has the financial ability, after the effective consummation of such merger or consolidation to perform Tenant's obligations under this Lease, and (iii) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets, so long as such entity has the financial ability after such acquisition to perform Tenant's obligations under this Lease, provided Tenant shall and hereby agrees to remain primarily liable under this Lease, and Tenant gives Landlord not less than fifteen (15) days prior written notice of such assignment.

(b) **Notice of Proposed Assignment.** Tenant shall notify Landlord in writing of Tenant's intent to assign this Lease, or encumber, or sublease Tenant's interest in the Premises, the name of the proposed assignee or sublessee, information concerning the financial responsibility of the proposed assignee or sublessee and the terms of the proposed assignment or subletting, and Landlord shall, within thirty (30) days of receipt of such written notice, and additional information reasonably requested by Landlord concerning the proposed assignee's or sublessee's financial responsibility, elect one of the following:

(i) Consent to such proposed assignment, encumbrance or sublease;

or

(ii) Refuse such consent, which refusal shall be on reasonable grounds.

Landlord's failure to respond within the timeline set forth in this Subparagraph 26(b) shall be deemed to be an acceptance of such consent.

(c) **Landlord's Consent.** Without limiting Landlord's grounds for disapproval, Landlord's disapproval shall be deemed reasonable if it is based on Landlord's analysis that (x) the proposed assignee's or sublessee's credit is not consistent with the rental obligations under this Lease or (y) the assignee or sublessee's use and occupancy of the Premises will be inconsistent with Subparagraph 1(n) and Paragraph 9 of the Lease. Landlord's waiver or consent to any assignment or subletting shall not relieve Tenant from any primary obligation under this Lease. As a condition for granting its consent to any assignment, encumbrance or sublease, Landlord may require that the assignee or sublessee remit directly to Landlord, on a monthly basis, all monies due to Landlord as provided in this Paragraph 26 below. In the event that Landlord shall consent to an assignment or sublease under the provisions of this Paragraph 26, Tenant shall pay Landlord's reasonable processing costs and reasonable attorneys' fees incurred in giving such consent, not to exceed \$1,000.

(d) **Recapture.** If for any proposed assignment or sublease Tenant receives rent or other consideration in lieu of rent, whether cash or any other form whatsoever, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or, in case of the sublease of a portion of the Premises, in excess of such rent fairly allocable to such portion, Tenant shall pay to Landlord as Additional Rent hereunder fifty percent (50%) of the excess value of each such payment of rent received by Tenant promptly after its receipt.

27. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease, free from any person claiming by, through or under Landlord.

28. **Subordination.** Tenant agrees to subordinate this Lease to any deed of trust, mortgage or other security instrument now or hereafter covering all or any part of the Premises, subject to the receipt of a subordination, non-disturbance and attornment agreement in form and content reasonably and mutually acceptable to Tenant and Landlord's mortgagee.

29. **Estoppel Certificate.**

(a) Within fifteen (15) business days following any written request which Landlord may make from time to time not to exceed two requests in any Lease Year, Tenant shall execute and deliver to Landlord a statement, in a form substantially similar to the form of Exhibit E attached hereto. Reasonable modifications may be made by Tenant to any such certificate presented to Tenant in order to accurately reflect the then current status of the Lease and the parties thereto. Landlord and Tenant intend that any statement delivered pursuant to this Paragraph 29 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest therein, including Tenant's interest. Landlord's written request hereunder shall include, as attachments, legible copies of the Lease, and of any modification, amendment, or the like to the Lease.

(b) Within fifteen (15) business days following any written request which Tenant may make from time to time, Landlord shall execute and deliver to Tenant a statement (i) setting

forth the term of the Lease; (ii) setting forth the date the Term shall expire; (iii) stating that the Lease has not been amended, modified or supplemented (or if such has occurred, setting forth such matters); (iv) setting forth the amount of fixed monthly rent and the last date on which such rent had been received; (v) setting forth to Landlord's actual knowledge that there are no defaults on the part of Tenant under the Lease (or if such has occurred, setting forth such default).

30. Landlord's Waiver of Lien Rights. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that the Changes, trade fixtures, furnishings equipment and personal property of the Tenant shall in no event become the property of the Landlord. Furthermore, Landlord waives any right, title or interest in Tenant's personal property located on the Premises, including any landlord's lien or other right or interest that would arise in law or at equity or attach to Tenant's personal property as a result of Tenant entering into this Lease until such time as Landlord may obtain an enforceable judgment against Tenant from a court with jurisdiction of Tenant or Tenant's Property, at which time Landlord shall have such lien rights at law and in equity to enforce and collect such judgment and Tenant's obligations under this Lease. Landlord agrees to execute and deliver to Tenant, within 20 days after receipt by Landlord of written request therefor, such documents as may be reasonably requested by Tenant or Tenant's lender, in form and content reasonably acceptable to Landlord, to evidence and confirm the waiver set forth in this paragraph above and to grant Tenant's lender the right to enter the Premises for purposes of removing any property of Tenant that serves as collateral under any loan by Tenant's lender.

31. Choice of Law. This Lease shall be governed by and construed pursuant to the laws of the State of Arizona without regard to the conflict of law principles thereof.

32. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

33. Surrender of Premises. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or termination of this Lease, Tenant shall peaceably surrender the Premises and all alterations and additions thereto broom-clean, in the same condition as delivered to Tenant on the Commencement Date, reasonable wear and tear and loss by casualty and condemnation excepted and subject to Landlord's restoration obligation under Paragraphs 22 and 23 and the obligation of Landlord under Subparagraph 2(d) of this Lease, and shall comply with the provisions of Subparagraphs 14(g). The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

34. Attorneys' Fees. Should either party bring suit against the other with respect to matters arising from or growing out of this Lease, then all reasonable, out-of-pocket costs and expenses, including without limitation, professional fees such as appraisers', accountants' and attorneys' fees, incurred by the prevailing party therein shall be paid by the other party.

35. Definition of Landlord. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the fee title to the Premises. In the event of any transfer, assignment or other conveyance or transfers of any such title or interest, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability as respects the performance of any

covenants or obligations on the part of Landlord contained in this Lease accruing after the date of such transfer thereafter to be performed, so long as the successor in interest agrees in writing to assume the obligations of Landlord hereunder. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease. Notwithstanding anything to the contrary set forth herein, Landlord may not assign its rights and obligations under this Lease at any time prior to the Improvements Completion Date, and in no event will Landlord be released from any obligations hereunder prior to the Improvements Completion Date.

36. **Waiver.** The failure of Landlord or Tenant to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition of this Lease shall not be deemed a waiver of such violation.

37. **Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

38. **Prior Agreement; Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.

39. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

40. **Recording.** Within ten (10) days after the request of either party after Amendment to Lease set forth on Exhibit D is fully executed, Landlord and Tenant shall execute a short form of memorandum of the Lease, substantially in the form of Exhibit G hereto, and the requesting party shall thereafter be entitled to record the same. This Lease may not be recorded.

41. **Limitation on Liability.**

(a) The obligations of Landlord under this Lease do not constitute personal obligations of the individual members, partners, directors, officers or shareholders of Landlord, and Tenant shall not seek recourse against the individual members, partners, directors, officers or shareholders of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease. Any liability of Landlord under this Lease shall be limited to Landlord's interest in the Premises.

(b) The obligations of Tenant under this Lease do not constitute personal obligations of the individual members, partners, directors, officers or shareholders of Tenant, and Landlord shall not seek recourse against the individual members, partners, directors, officers or shareholders of Tenant or any of their personal assets for satisfaction of any liability in respect to this Lease.

42. **Riders.** Clauses, plats, exhibits and riders, if any, affixed to this Lease are a part hereof.

43. **Modification.** If in connection with obtaining construction, interim or permanent financing for the Premises, the lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder, do not diminish the rights of Tenant hereunder, do not adversely affect the leasehold interest hereby created or Tenant's rights hereunder, and Landlord agrees to promptly reimburse Tenant for any costs incurred in negotiating amendment required by the lender, including, without limitation, reasonable attorneys' fees. In the event that after good faith negotiations among Landlord, Tenant and such lender, this Lease will not be financed by such lender and Tenant will not agree to amend this Lease, Landlord may on thirty (30) days written notice to Tenant cancel this Lease without further obligation by Landlord or Tenant, and Landlord shall return all prepaid rent to Tenant.

44. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

45. **Financial Statements.** If required in connection with a prospective sale or financing of the Premises at any time during the term of this Lease, Tenant shall, upon thirty (30) days prior written notice from Landlord (but not more frequently than once in any Lease Year), provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. If Tenant is not publicly held, Landlord shall keep, and shall direct any prospective purchaser or lender to keep, such financial statements confidential except to the extent disclosure is required to any accountants or other consultants retained by Landlord or such prospective purchaser or lender.

46. **Tenant as Corporation.** If Tenant executes this Lease as a corporation, then Tenant represents and warrants that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf in accordance with a duly adopted resolution of the board of directors of Tenant, a copy of which is to be delivered to Landlord upon request, and in accordance with the bylaws of Tenant.

47. **No Partnership or Joint Venture.** Nothing in this Lease shall be deemed to constitute Landlord and Tenant as partners or joint venturers. It is the express intent of the parties hereto that their relationship with regard to this Lease be and remain that of landlord and tenant.

48. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, governmental actions, civil commotions, fire or other casualty, inability to obtain services, labor, or materials or reasonable substitutes therefor, and other causes beyond the reasonable control of the party obligated to perform (collectively, the "Force Majeure"), except with respect to the obligations imposed with regard to rent and other charges to be paid by Tenant or any monetary obligations to be paid by Landlord pursuant to this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure, notwithstanding anything in this Lease to the contrary. Notwithstanding anything to the contrary set forth herein, Force Majeure will

not be an excusable delay with respect to Landlord's obligations to construct the Improvements unless (i) the condition (such as a weather delay) was not anticipated or expected (with the parties agreeing that seasonal and predictable weather days shall not constitute Force Majeure), and (ii) Landlord promptly, but in no event later than five (5) days after the initial cause of the delay, notifies Tenant in writing of such delay, the cause of such delay, and the date on which the delay commenced.

49. **Waiver of Jury Trial.** Landlord and Tenant hereby irrevocably waive any right to a trial by jury.

50. **Brokerage Disclosure.** Tenant acknowledges that certain board members of Landlord, namely Mark C. Irvin and Christopher H. Sheafe, are licensed Arizona real estate brokers. Neither Landlord nor any licensed board members of Landlord shall be deemed a broker or agent of Tenant nor shall such persons be entitled to any commission, finder's fee or similar fee in connection with this Lease and the transactions contemplated hereby.

51. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

52. **E-verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Tenant warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by Tenant to comply with such warranty shall be deemed a material breach of this Lease subject to the provisions of Paragraph 25 hereof.

53. **Conflict of Interest.** This Lease may be canceled by the District pursuant to A.R.S. § 38-511.

54. **Applicable Law; Venue.** This Lease shall be governed by the laws of the State of Arizona and suit pertaining to this Lease may be brought only in courts in Pima County, Arizona.

55. **Agreement Subject to Appropriation.** The Landlord's obligations under the Lease are subject to the provisions of Arizona Constitution Art. IX, § 5 and A.R.S. § 42-17106. The provisions of this Lease for payment of funds by the Landlord shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Landlord represents that funds up to the Budget amount are appropriated and available for use in connection herewith.

56. **Signage.** Tenant shall have the right to install signage on the Premises (including, without limitation, on the exterior of the Premises). All such signage is subject to any applicable governmental laws, ordinances, regulations, subdivision codes, covenants and restrictions.

57. **Right of First Refusal.** Landlord hereby grants Tenant a right of first refusal to purchase the Premises (the "**Right of First Refusal**"). If, at any time, Landlord receives a letter of intent or other form of offer to purchase all or any part of the Premises that Landlord intends to accept (the "**Offer**"), Landlord must first offer the Premises (or applicable portion thereof) to Tenant on the same terms and conditions of the Offer. Promptly after receipt of the Offer, Landlord must deliver written notice to Tenant (pursuant to Paragraph 10 of this Lease), which notice must be accompanied by a true and correct copy of any written Offer (and/or a description of all material terms of the Offer if the Offer is not written) (the "**ROFR Notice**"). Landlord covenants and warrants that all Offers submitted to Tenant under this Paragraph 57 shall be bona fide offers from legitimate prospective third party purchasers that are unaffiliated with and unrelated to Landlord. Tenant will have fifteen (15) business days after Tenant's receipt of the ROFR Notice (the "**ROFR Acceptance Period**") to deliver written notice to Landlord

either accepting or rejecting (at Tenant's sole option and discretion) Landlord's offer to sell the Premises to Tenant on the terms set forth in the Offer in accordance with the Right of First Refusal. If Tenant timely delivers such an acceptance notice, Landlord and Tenant shall promptly execute a purchase agreement for the sale of the Premises to Tenant upon the same terms and conditions as set forth in the Offer. If Tenant fails to deliver written notice to Landlord within the ROFR Acceptance Period, Tenant shall be deemed to have rejected the Offer and Landlord may proceed to sell the Premises to the third party identified in the Offer in accordance with the terms and conditions of the Offer, and subject to the terms of this Paragraph 57, provided that such sale is closed within 180 days after the date Tenant waives (or is deemed to waive) its Right of First Refusal option to purchase the Premises in accordance with such Offer. If such sale does not close within such 180-day time period, Landlord shall be required to again offer the Premises to Tenant pursuant to this Paragraph 57 prior to any purchase or sale of the Premises (in whole or in part) thereafter. The Right of First Refusal granted in this Paragraph 57 is an on-going Right of First Refusal and will apply each time the Landlord receives an Offer, but shall not survive the sale of the Premises, at which point Tenant's Right of First Refusal shall terminate. Time is of the essence of this Paragraph 57. This Paragraph 57 does not apply to the sale, transfer, lease or other conveyance of the Premises to a political subdivision of the State of Arizona.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

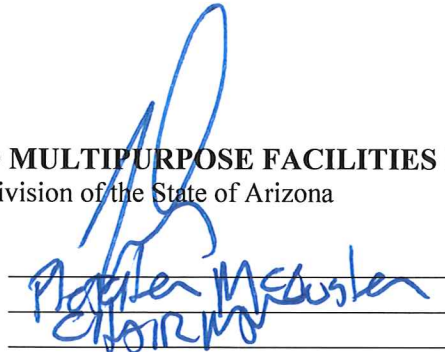
"Landlord"

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
a political subdivision of the State of Arizona

By:

Name:

Its:

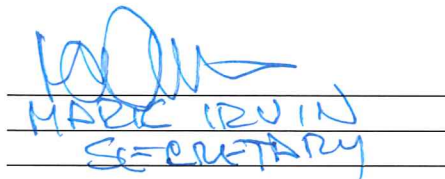

Apple Mestas
Chairman

ATTEST:

By:

Name:

Its:


Marc Idwin
Secretary

"Tenant"

GREYHOUND LINES, INC.,
a Delaware corporation

By  Approved as to form
Attorney

By:

Name:

Its:

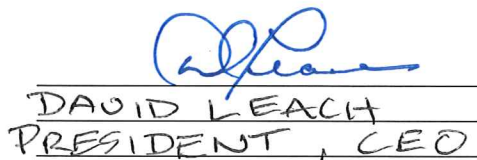

DAVID LEACH
PRESIDENT, CEO

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

Legal Description (per title report) :

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"
SITE PLAN

EXHIBIT "C"

WORK LETTER AGREEMENT

This Work Letter Agreement supplements the Triple Net Build-to-Suit Expansion Real Estate Lease (the "**Lease**") dated concurrently herewith, by and between Landlord and Tenant, covering certain premises described in the Lease (the "**Premises**"). All terms not defined herein shall have the same meaning as set forth in the Lease. In the event of any conflict between the Lease and this Work Letter Agreement, the terms of this Work Letter Agreement shall govern.

1. Construction of Improvements; Additional Work.

1.1 Landlord shall construct, at its own cost (unless specifically provided otherwise herein) through its designated contractor, the Improvements described on Schedule 1 attached hereto for a turnkey build-to-suit 2,800 square foot bus terminal and associated parking areas in accordance with the Final Plans for the Improvements approved by Landlord and Tenant pursuant to Paragraph 2 below. All Improvements shall be constructed pursuant to this Work Letter Agreement and shall be performed only by Landlord's designated contractor.

1.2 Landlord shall purchase and install additional items requested by Tenant, not to exceed the aggregate amount of Additional Costs set forth in the Budget and, to the extent available, the unused portion of the Owners Contingency set forth in the Budget (the "Additional Work"). As of the Effective Date, it is anticipated that such Additional Work will include the following items:

(i) Substitution for non-insulated metal panels for the exterior skin in lieu of stucco (Provide a bid add alternate for insulated panels, to be provided if the project bids, with alternates, under or on budget);

(ii) Interior and Exterior Signage design/installation;

(iii) CCTV design/installation;

(iv) Polished/stained concrete floor in the customer areas;

(v) Tile floors in the restrooms;

(vi) Lobby seating; and

(vii) Telephone conduit and cabling.

2. Plans and Specifications for Improvements.

2.1 Landlord, at its sole cost, shall retain an architect to prepare and deliver to Tenant for approval complete architectural plans, drawings and specifications for the Improvements based upon the preliminary plans for Tucson Greyhound Terminal Relocation 801 E. 12th Street, Tucson, Az. 85719 DD Submittal with Greyhound Comments and Added Scope dated June 6, 2016, prepared by Swaim Associates LTD Architects AIA and Grenier Engineering, Inc., the sheet index for which is attached hereto as Schedule 2 (the "**Initial Plans**"), which plans the parties hereby approve.

2.2 Such complete plans, drawings and specifications are referred to herein as the "**Final Plans.**" Tenant shall have the right to approve or disapprove such Final Plans only to the extent such Final Plans are not in substantial conformity with the Initial Plans; and provided further that Tenant may request modifications to the Additional Work to the extent that the Budget is not exceeded. Tenant's approval shall not be unreasonably withheld. Tenant shall be deemed to have approved such version of the Final Plans unless Tenant delivers written disapproval thereof to Landlord within ten (10) days following receipt thereof, together with an explanation of the manner in which such Final Plans do not substantially conform. If Landlord shall disagree with Tenant's disapproval, the parties shall negotiate immediately in good faith to resolve such disagreement and agree on the Final Plans. If Landlord agrees with Tenant's disapproval, or after agreement by the parties relating to a disagreement, Landlord shall cause the Final Plans to be redrawn to conform to such agreement and resubmitted for approval of Tenant as provided herein. Tenant and Landlord agree that any changes to the Final Plans, which changes are not in conformity with the Initial Plans, shall be processed as a Change Order in accordance with the procedure set forth in Section 4.2 below.

2.3 Tenant acknowledges that the Improvements shall not include, and Landlord shall not be responsible for, the design, construction or installation of, various nonstructural items which Tenant may find desirable for the Premises, and which are not included in the Final Plans, including, without limitation, the Tenant Construction and Cost Responsibilities set forth on Schedule 3, and Tenant may enter the Premises to install these items as provided in, and subject to, Paragraph 5 below. Notwithstanding anything in the foregoing to the contrary, Tenant shall not be responsible for the Additional Work. Tenant Construction and Cost Responsibilities shall be executed only by qualified and reputable contractors and suppliers. The Tenant Construction and Cost Responsibilities work shall be coordinated with Landlord through Landlord's general contractor.

3. Work Cost.

3.1 Except as otherwise provided herein, Landlord shall construct or caused to installed the Improvements and the Additional Work at Landlord's cost on a "turn key" basis, in a first-class and good and workmanlike manner, in substantial accordance with the Final Plans (as the same may be revised pursuant to this Work Letter Agreement), and in compliance with all Legal Requirements and documents of record (including, without limitation, the Restated ECR) in effect as of the Completion Date. All Improvements shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Premises at all times during the Term of the Lease.

3.2 As used herein, "**Work Costs**" mean (i) all actual out-of-pocket fees and expenses incurred by Landlord in connection with the design and construction of the Improvements, including, without limitation, architectural and engineering fees for the preparation of the Final Plans, (ii) all actual out-of-pocket fees and expenses incurred by Landlord in connection with the purchase, design, construction and/or installation of the Additional Work, (iii) the actual contractor costs and charges for material and labor, contractor's profit, overhead and general conditions incurred by Landlord in having the Improvements and the Additional Work constructed in accordance with the Final Plans, (iv) governmental agency plan check, permit and other fees and sales and use taxes, (v) testing and inspection costs, (vi) any touch-up or repair work necessary due to Tenant's move into the Premises, and (vii) all other reasonable costs expended by Landlord in the construction of the Improvements and the Additional Work.

3.3 Any change to the approved Final Plans which are initiated by Landlord or required by any governmental agency ("**Change Order**") shall be forwarded to Tenant for approval,

along with a description of the increased costs resulting therefrom. The Change Order must be approved by Tenant prior to the commencement of the work or the ordering of materials, whichever is earlier.

4. Construction.

4.1 Landlord shall cause its general contractor to construct the Improvements, which general contractor shall be reasonably acceptable to Tenant. The general contractor shall be required, throughout the period of construction, to maintain workers' compensation insurance, comprehensive general liability insurance in an amount not less than \$2,000,000 and to require workers' compensation insurance and liability insurance in amounts commensurate with the value of their contracts from all subcontractors. Landlord and such general contractor shall have the right to cause all or any portion of such work to be performed by one or more subcontractors. All such insurance shall name Landlord and Tenant as additional insureds.

4.2 If Tenant shall request any change in the Final Plans ("**Tenant Requested Change Order**"), Landlord, at Tenant's sole cost, shall cause the architect to prepare and submit to Tenant a revised set of the Final Plans prepared in accordance with Subparagraph 2.2 above, for Tenant's approval. Any approved Tenant Requested Change Orders shall initiate a new written estimate of the increase in the Work Costs caused as a result of such Tenant Requested Change Order. If Tenant approves the increase in the Work Costs caused as a result of such Tenant Requested Change Order, Tenant shall reimburse Landlord, within ten (10) days after written request from Landlord, for all costs to prepare the revisions to the Final Plans and for construction costs due to the Tenant Requested Change Order, and such reimbursed costs will be excluded from the Actual Costs for purposes of calculating Monthly Basic Rent. In order to account for Landlord's administrative services, Landlord shall be entitled to add an administrative charge to any Tenant Requested Change Order in an amount equal to three percent (3%) of any additional costs resulting from a Tenant Requested Change Order. No Tenant Requested Change Order that affects the structural integrity of the Premises shall be permitted without Landlord's prior approval. If a Tenant Requested Change Order reduces the Actual Costs, Monthly Basic Rent shall be adjusted to reflect such cost savings.

4.3 In connection with the construction of the Improvements and the Additional Work, each party shall be entitled to rely upon the other party's construction representative, as set forth in Subparagraphs 1(o) and 1(p) of the Lease. Each respective construction representative shall have the authority to make binding commitments relative to the Improvements and the Additional Work on behalf of the party appointing such construction representative, except to the extent that Landlord must have Board approval for any such authorization. All inquiries of Tenant pertaining to construction of the Improvements shall be directed in writing to Landlord's Construction Representative. A party may designate a substitute construction representative by giving written notice to the other party at any time. Any representatives of Tenant who desire to visit the Premises during construction of the Improvements must obtain the prior consent of Landlord and the general contractor.

5. Entry by Tenant.

Landlord shall make the Improvements reasonably available to Tenant during the last thirty (30) days of construction of the Improvements for the purpose of cabling, furnishing and moving into the Premises and installation of Tenant's Construction and Cost Responsibilities, property, equipment, or for the purpose of making Changes to the Premises. Such early entry by Tenant shall be subject to scheduling by Landlord and such reasonable rules and regulations as Landlord may establish in order to minimize any interference in Landlord's completion of the Improvements. Tenant shall be responsible for any damage to the Improvements caused by Tenant's entry.

6. Delays.

6.1 Notwithstanding the Estimated Completion Date provided in Subparagraph 1(j) of the Lease, Tenant's obligation for the payment of Annual Basic Rent in respect of the Improvements shall not commence until the actual Improvements Completion Date as defined in Subparagraph 1(k) of the Lease; provided, however, notwithstanding anything in the Lease to the contrary, that if Landlord shall be actually delayed in substantially completing the Improvements or if a certificate of occupancy shall not be issued as a result of any of the following ("**Tenant Delays**"):

- (i) Tenant changes to the approved Final Plans approved by Tenant in writing, including all Tenant Requested Change Orders,
- (ii) Any delay caused by Tenant's entry pursuant to Paragraph 5,
- (iii) Tenant's failure to perform any installation of its improvements or other work required of Tenant under this Lease necessary for the issuance of a certificate of occupancy, or
- (iv) Any other actual delay caused by Tenant,

then Annual Basic Rent shall nevertheless commence for the Improvements and the Improvements Completion Date shall nevertheless be the date it would have been had the Tenant Delay not occurred, and the Term of the Lease shall be extended one day for each day of Tenant Delay. No Tenant Delay will be deemed to have occurred unless Landlord promptly, but in no event later than five (5) days after the initial cause of the Tenant Delay, notifies Tenant in writing of the Tenant Delay.

6.2 The term "**Outside Date**" shall mean the last permissible day of the Estimated Completion Date of the Improvements set forth in Subparagraph 1(j) (i.e., 12 months from the date of this Lease); provided, however, that the Outside Date be extended on a day-for-day basis to the extent that Landlord is delayed in substantially completing the Improvements as a result of any Tenant Delays or Force Majeure. In the event that the Improvements Completion Date as defined in Subparagraph 1(k) does not occur on or before the Outside Date (as so extended), then (i) Tenant's obligation to pay Monthly Basic Rent with respect to the Improvements shall not commence until the Improvements Completion Date, and (ii) for each one (1) day after the Outside Date (as so extended) in which the Improvements Completion Date has not occurred, Tenant shall be entitled to one (1) day of free rent, as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages and the uncertainty thereof.

6.3 Landlord shall assign to Tenant, without recourse, any and all warranties and guarantee of workmanship and materials which it may receive from any contractor, subcontractor or material supplier. Landlord shall use good faith efforts to assist Tenant in causing any work related to any warranty to be completed in a timely manner.

Signatures appear on the following page.

"Landlord"

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
a political subdivision of the State of Arizona

By: [Signature]
Name: Robert M. Kusler
Its: Chairman
Date: 6/17/16

ATTEST:

By: [Signature]
Name: MARIE IRWIN
Its: SECRETARY
Date: 6.17.16

"Tenant"

GREYHOUND LINES, INC.,
a Delaware corporation

By: [Signature]
Name: DAVID LEACH
Its: PRESIDENT, CEO
Date: JUNE 15, 2016

By [Signature] Approved as to form
Attorney

SCHEDULE 1
IMPROVEMENTS



Project #1604 – Tucson Greyhound Terminal Relocation R2

Date: June 6, 2016

Project Description:

1. Work of the Project includes construction of a new 2,784 sf Greyhound terminal on a one acre site located at 801 E 12th St Tucson Az,
2. Building Program includes
 - a. Lobby
 - b. Cash room
 - c. Private Office
 - d. (2) work rooms
 - e. Ticketing counter
 - f. Breakroom
 - g. Baggage and Freight area
 - h. Janitors Closet
 - i. Men's and Women's restroom
3. Site Planning includes
 - a. 3 bus slips
 - b. Parking area for 11 private vehicles including one accessible space
 - c. Maneuvering area and curb cuts for buses to access 12th St
 - d. Concrete apron at the bus loading area
 - e. Pre-engineered shade canopy at the bus loading area
 - f. Site lighting
 - g. Utility connections for electricity, sewer, water, phone and data.
 - h. (2) bike lockers
 - i. Screened area for APC storage (trash and recycling)
 - j. Landscaping and Irrigation
4. Systems include;
 - a. Heating/AC systems
 - b. Plumbing systems and fixtures
 - c. Electrical/lighting systems
 - d. CATV cabling
 - e. IT data/phone cabling, tested and terminated (no equipment included)
 - f. CCTV system per Concept plan and narrative received by Swain Associates from Bill Sliger on 6/2/16
5. Building finishes will be
 - a. Exterior – Metal Panels – Standard 12" horizontal non-insulated panel provided in the base bid, 2" horizontal insulated panel provided in add alternate #1
 - b. Interior floors – sealed concrete back of house, polished sealed concrete in public areas
 - c. Restrooms, wall tile to 6'-0" and tile flooring

7350 E SPEEDWAY 210
TUCSON, ARIZONA 85710
(520) 328-3700 FAX 328-1148

- d. Casework – Plastic laminate cabinets with Solid Surface tops
- e. Wall finish – Painted Gypsum board with orange peel finish
- f. Interior, Exterior, and bus bay signage per Greyhound Standards
- g. Interior lobby seating to be metal standard product from Landscape forms
Plexus 2 or approved equal

SCHEDULE 2

INITIAL PLANS

index of drawings



GENERAL		x1.1	site plan - renovation	a9.2	details
g1.0	cover sheet	STRUCTURAL		MECHANICAL	
g1.1	abbreviations and symbols	s1.0	general structural notes	m1.0	mechanical plan
CIVIL		s1.1	general structural notes	m2.0	mechanical details
C1.0	cover sheet	s1.2	general structural notes	PLUMBING	
C1.1	notes and legend	s1.3	typical details	p1.0	plumbing plan - sewer & condensate
C2.0	demolition plan	s1.4	typical details	p1.1	plumbing plan - water
C3.0	site plan	s2.0	foundation plan	p2.0	plumbing risers
C4.0	grading plan	s3.0	roof framing plan	p3.0	plumbing schedules & details
C5.0	private utility plan	s4.0	foundation details	Grand total: 49	
C6.0	sections & details	s5.0	framing details		
C6.1	sections & details	s5.1	framing details		
C6.2	greyhound details	ARCHITECTURAL			
C7.0	horizontal control plan	a1.0	floor plan		
C8.0	swppp	a1.1	dimension floor plan		
LANDSCAPE		a1.2	finish floor plan		
N1.0	native plant preservations plan	a2.0	reflected ceiling and roof plan		
L1.0	landscape plan	a3.0	roof plan		
L2.0	irrigation plan	a4.0	building elevations		
L3.0	landscape details	a5.0	building sections		
L3.1	landscape details	a5.1	building sections		
ARCHITECTURAL SITE PLAN		a7.0	interior elevations		
x1.0	site plan - demolition	a8.0	schedules		
		a9.0	details		
		a9.1	details		

SCHEDULE 3

TENANT CONSTRUCTION AND COST RESPONSIBILITIES

Furniture and Equipment: To the extent the following items are not included in the Additional Work (as defined in Exhibit C to the Lease), Tenant will supply the following at Tenant's sole cost and expense:

1. Kitchen appliances
2. Scale at the Customer service counter
3. Back of house furniture
4. Telephone equipment;
5. PA system (integrated into phone system)
6. IT equipment

Special equipment, such as systems hardware, etc. which require electrical, mechanical, plumbing, or structural connections must be identified by the Tenant prior to final document production and approval. Connections or accommodations not indicated on approved plans will be provided, when possible, as a change order item.

Inspections and Testing: Tenant is responsible for any tenant requested inspections and testing, both at production facility and construction site.

EXHIBIT "D"

AMENDMENT TO LEASE

THIS AMENDMENT TO REAL ESTATE LEASE (this "Amendment") is made and entered into as of the Effective Date by and between **RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT**, an Arizona tax-levying special facilities district ("Landlord"), and **GREYHOUND LINES, INC.**, a Delaware corporation ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties" and individually as a "Party." The "Effective Date" shall be the date upon which the last of Landlord and Tenant executed this Lease, as indicated on the signature pages of this Lease.

In consideration of the mutual covenants and agreements contained in this Lease, the Parties agree as follows:

1. That the Improvements of Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, subject only to the punch list items to be completed by Landlord as described on the Punch List attached hereto as Schedule 1.

2. That the Tenant continues to have possession of the subject Premises and acknowledges that under the provisions of the subject Lease, the Term of said Lease having commenced on _____, 20__ for a term of ____ years, ending on _____, 20__; provided that the Tenant does not exercise any of its Extension Terms.

3. The Rent Commencement Date occurred on _____.

4. The architecturally verified square footage of the Improvements is _____.

5. The Parties hereby agree that the Landlord's actual total expenditures for the purchase of the Premises, and the design and construction of the Improvement is \$_____ (the "Actual Costs").

6. Based on the Actual Costs, the initial Annual Basic Rent shall be \$_____ per annum, and the initial Monthly Basic Rent shall be \$_____ per month.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

“Landlord”

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
a political subdivision of the State of Arizona

By: _____
Name: _____
Its: _____

Date: _____

“Tenant”

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT "E"

SAMPLE FORM OF ESTOPPEL CERTIFICATE

The undersigned, _____, a
_____ ("Landlord"), with a mailing address c/o
_____, and _____
_____, a _____ ("Tenant"), hereby certify to
_____, a _____ as follows:

1. Attached hereto is a true, correct and complete copy of that certain lease dated _____, 20__ between Landlord and Tenant, which demises premises located at _____. The Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth in paragraph 4 below (the Lease and the agreements set forth in Paragraph 4 shall be known, collectively, as the "**Lease**").

2. The Term of the Lease commenced on _____, ____.

3. The Term of the Lease shall expire on _____, ____.

4. The Lease has: (Initial one)

() not been amended, modified, supplemented, extended, renewed or assigned.

() been amended, modified, supplemented, extended, renewed or assigned by the following described agreements,: _____

If no amendments are listed, the undersigned certifies that the Lease has not been amended.

The Lease constitutes the entire agreement between the undersigned and Landlord with respect to the demised premises. There is no other agreement (except for the agreements contained herein) between the Tenant and the Landlord with respect to the demised premises or any other space at the Premises.

5. Tenant is now in possession of said premises.

6. Reserved.

7. The amount of fixed monthly rent is \$_____.

8. The amount of security deposits (if any) is \$_____. No other security deposits have been made.

9. Tenant's rental obligations have been paid in full as of the date hereof. No rent under the Lease has been paid more than thirty (30) days in advance of its due date except as _____.

10. All known work required to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the Tenant and all reimbursements and allowances due to the Tenant under the Lease in connection with any work performed by Landlord or the Tenant have been paid in full.

11. To Tenant's actual knowledge, there are no material defaults on the part of the Landlord or Tenant under the Lease beyond any applicable notice and cure period.

12. To Tenant's actual knowledge, Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord.

13. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies except as provided in the Lease.

14. There are no actions, voluntary or otherwise, pending or, to the best knowledge of the undersigned, threatened against the undersigned under the bankruptcy, reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

All provisions of the Lease and amendments thereto (if any) referred to above are hereby ratified.

The foregoing certification is made with the knowledge that _____ is about to fund a loan to Landlord or purchase the demised premises from Landlord, and that _____ is relying upon the representations herein made in connection with such transaction.

EXHIBIT "F"

Reserved

EXHIBIT "G"

MEMORANDUM OF LEASE FOR RECORDATION

When Recorded Return To:
Mark Collins
Gust Rosenfeld, PLC
One South Church Avenue, Suite 1900
Tucson, AZ 85701

MEMORANDUM OF REAL ESTATE LEASE

DATE: _____, 2016

PARTIES: RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, an Arizona
tax levying special facilities district
400 West Congress, Suite 152
Tucson, AZ 85701
Attention: Fletcher McCusker, Chairman ("**Landlord**")

GREYHOUND LINES, INC., a Delaware corporation
350 N. St. Paul Street
Dallas, Texas 75201
Attention: Legal Department ("**Tenant**")

WITNESSETH:

1. Landlord has leased to Tenant, and Tenant has taken from Landlord, pursuant to a Triple Net Build-To-Suit Expansion Real Estate Lease dated _____, 2016 (the "**Lease**"), that certain premises more particularly described on Exhibit A attached hereto and made a part hereof (the "**Premises**").

2. The term of the Lease is for the ____ years, commencing on _____, 201_ (the "**Rent Commencement Date**"). Provided it is not in default, Tenant has the option to renew the term of the lease for ____ successive ____-year terms.

3. Tenant has an on-going Right of First Refusal to purchase the Premises during the time of ownership by Landlord pursuant to the Lease.

4. Landlord is limited in its ability to encumber the Premises in any manner that conflicts with Tenant's rights under the Lease or that limit or impair Tenant's access to or ability to use the Premises.

5. All other terms, conditions and agreements contained in the Lease are fully incorporated herein by reference as if fully set forth herein. Copies of the Lease are on file at the offices of Landlord and Tenant.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Landlord has executed this Memorandum of Real Estate Lease as of the date first above written.

“Landlord”

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
a political subdivision of the State of Arizona

By: _____

Name: _____

Its: _____

Date: _____

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, the _____ of RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT, a political subdivision of the State of Arizona, on behalf of the District.

(Seal and Expiration Date)

Notary Public

IN WITNESS WHEREOF, Tenant has executed this Memorandum of Real Estate Lease as of the date first above written.

“Tenant”

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, a _____ of Greyhound Lines, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

(Leased Property)

Legal Description (per title report) :

All that part of Block 11 of RIECKER'S ADDITION, a subdivision of Pima County, Arizona according to the map or : thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 5i 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 "H"
Approved Budget

PROJECT BUDGET SHEET

PROJECT NAME:		Greyhound Relocation 801 E 12th St.	6/9/2016
ARCHITECT:		Swaim Associates LTD.	
CONTRACTOR:		TBD	
	Proposed Cost	Actual Cost	Notes
1.0. PLANNING/TECHNICAL COSTS			
1.1 Architect/ Engr. Fees	\$ 139,688		
A/E Reimbursables	\$ 10,000		Allowance - Permit expediting, Printing
1.2 Survey	\$ 1,125		
1.3 Soils Report	\$ 1,850		
1.4 Telecomm Desgin	\$ 2,000		
1.5 NPP Plan	\$ 1,200		
1.6 Traffic Impact Analysis	\$ 2,200		
1.7 Estimating	\$ 6,450		
1.8 Permits	\$ 7,000		
Development Plan review	\$ 1,848		
1.9 Land Acquisition	\$ 575,000		
1.10 Signage Design	\$ 3,000		
SUBTOTAL	\$ 751,339	\$ -	
2.0. DIRECT CONSTRUCTION COSTS			
2.1 Building Construction Cost	\$ 894,000		2,780 sf @ \$322/sf
2.2 Materials Testing/Special Inspections	\$ 10,000		
2.3 Public utility inspection fees	\$ 5,000		
2.4 Municipal Fees			
Impact Fee	\$ 15,000		Assumes 1 1/2" water meter
PC Sewer Connection Fees	\$ 27,000		Assumes (1) 1 1/2" water meter for Domestic Water - (1) 3/4" water meter for irrigation
Tucson Water Connection Fees	\$ 15,192		None
SW Gas	\$ -		Allowance
Communications Service	\$ 1,000		3 Phase Service on property - No Charge from TEP
Electrical service	-		
SUBTOTAL	\$ 967,192	\$ -	
3.0. ADDITIONAL COSTS			
3.1 Signage	\$ 45,000		Allowance
3.2 CCTV System	\$ 25,000		Design & Installation
3.3 Furniture, Fixtures, Equipment	\$ 21,000		Fixed Lobby seating included, all other Furniture by Greyhound
SUBTOTAL	\$ 91,000	\$ -	
TOTAL ESTIMATED COSTS	\$ 1,809,531	\$ -	
OWNERS CONTINGENCY - 5%	\$ 90,477	\$ -	
GRAND TOTAL	\$ 1,900,008	\$ -	
ALLOCATED BUDGET	\$ 1,900,000		
(OVER) UNDER AMOUNT	\$ (8)	\$ -	

APPENDIX D

FORM OF INVESTOR LETTER