

AMENDMENT TO PURCHASE/LEASE/OPTION AGREEMENT

This Amendment to Purchase/Lease/Option Agreement (this "**Amendment**"), dated October 2, 2017, is entered into by and between 236 South Scott, LLC, an Arizona limited liability company ("**Brings**") and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the "**District**" and together with Brings, the "**Parties**").

RECITALS

The Parties acknowledge and agree that the following recitals are true and correct and form an integral part of this Amendment:

WHEREAS, the Parties are parties to that certain Purchase/Lease/Option Agreement dated as of April 4, 2017 for the building and real property located at 236 South Scott Avenue, Tucson, Arizona (the "**Agreement**"). Capitalized terms used but not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

AGREEMENTS

NOW, THEREFORE, the Parties agree as follows:

1. **Amendments to Lease.** The Parties hereby agree that the Agreement be and hereby is amended as follows:

A. **Section 9) b). Term.** Section 9) b) is deleted in its entirety and replaced with the following:

*b) **Term.** The initial term of this Lease is two (2) years, commencing on April 5, 2017 (the "**Commencement Date**") and ending on the same calendar day twenty-four (24) months thereafter (the "**Initial Term**"). At any time during the Initial Term, Brings may extend the Initial Term by exercising the Extension/Purchase Option, as defined in Section 10 below. In that case, the Initial Term shall be extended for a period of twenty-three (23) years after the expiration of the Initial Term (the "**Extended Term**"). The expression "**Term**" means and includes both the Initial Term and the Extended Term.*

B. **Section 9) c). Rent.** The first sentence of Section 9) c) is amended to read as follows: "*Rent for the Leased Property ("**Rent**") will be One-Hundred Dollars (\$100) per year.*"

C. **Section 9) e) iii). Subordinate Encumbrances.** The following sentence is added at the end of Section 9) e) iii): "*The District agrees that it will allow an accommodation deed of trust ("**Accommodation Deed of Trust**") to be recorded with respect to the Property securing an obligation of Brings in an amount not to exceed \$900,000 ("**Secured Amount**"); except that the Secured Amount may be increased if Brings pays any excess over \$900,000 to the District as a*

non-refundable advance on the Option Price. As a condition of the recordation of the Accommodation Deed of Trust, (i) Marcel Dabdoub and Maria Elena Dabdoub, husband and wife, and (ii) Ron Schwabe and Patricia Schwabe, husband and wife, shall guaranty payment of the Secured Amount by the execution of personal guaranties in favor of the District substantially in the form of Exhibits C & D to the Agreement. The only obligation of the District under the Accommodation Deed of Trust shall be to grant the security interest in the Property described therein, and the District shall have no other obligations thereunder. The District shall also be entitled to receive notice of any default under the Accommodation Deed of Trust and the obligation secured thereby and an opportunity to cure any such default.

D. Section 10) Option to Extend and Purchase. Section 10 is amended to increase the Option Price from Six Hundred and Fifty Thousand Dollars (\$650,000) to Eight Hundred Thousand Dollars (\$800,000), payable to the District in either one or several “Partial Payment(s)” on or before Option Exercise Date provided that no Partial Payment may be less than \$100,000.

E. Section 12) Option Purchase Price. Section 12) is amended in its entirety to read as follows:

12. Option Purchase Price. *The Option purchase price for the Property (the “Option Purchase Price”) shall be the sum of the following (a) the Purchase Price plus (b) an amount equal to four percent (4%) of the Purchase Price, compounded annually, calculated from the Commencement Date until the earlier of the Option Exercise Date or payment in full of the Option Purchase Price. In the event that prior to the Option Exercise Date Brings either receives a credit against the Option Purchase Price as provided in Section 9(e)(iii) above or makes a Partial Payment on the Option Purchase Price, Brings shall not be charged or obligated to pay the four percent (4%) charge on such Partial Payment(s) or credits from the date of such payments or credits.*

F. Section 13) Sinking Fund. Section 13 is amended in its entirety to read as follows:

13. Disbursement of TIF Receipts

a) Disbursement of TIF Receipts Through Sunset Date. *The District will distribute to Brings an amount equal to one hundred percent (100%) of the gross TIF Receipts actually received by the District as a result of payments by all tenants or other occupants of the Project (each a “Tenant”) required to pay TIF Funds to the State of Arizona until the earlier of (i) the 25th anniversary of the Closing Date, (ii) July 1, 2025 (the “Sunset Date”), (iii) the distribution to Brings of TIF Receipts in the aggregate amount of \$1,860,000, (iv) Brings’ re-purchase of the Property pursuant to its exercise of the Option and (v) the expiration of the Term or other termination of the Lease.*

*b) **Disbursements After Sunset Date.** If, after the Sunset Date, the District continues to receive TIF Receipts either because the Enabling Law is amended or a similar law becomes effective, the District will distribute to Brings an amount equal to fifty percent (50%) of the gross TIF Receipts actually received by the District as a result of payments by all Tenants required to pay TIF Funds to the State of Arizona until the earlier of (i) the 25th anniversary of the Closing Date, (ii) the distribution to Brings of TIF Receipts in the aggregate amount of \$1,860,000 (iii) Brings' re-purchase of the Property pursuant to its exercise of the Option and (iv) the expiration of the Term or other termination of the Lease.*

*c) **Tracking TIF Receipts.** To allow the District to track these amounts and provide this benefit to Brings, Brings will (i) require in the form of lease or other use agreement relating to the use of a portion of the Project (a "**Tenant Lease**") that each Tenant provide Brings for each calendar month during the term of such Tenant's Tenant Lease with a copy of its Transaction Privilege, Use, and Severance Tax Return (the "**TIF Return**") as filed with the Arizona Department of Revenue and (ii) deliver to the District on or before the 15th day of each calendar month, commencing on the first full month after the Commencement Date, a calculation showing the aggregate TIF Receipts generated by the Tenants for the previous calendar month, together with copies of the TIF Return of each Tenant with the name of and any other identifying information concerning such Tenant redacted.*

*d) **Disbursements of TIF Receipts.** The distributions described in Sections (a) and (b), above, will be made on a quarterly basis within fourteen business days after the District's receipt of TIF Receipts from ADOR for such period.*

2. **Effect of Amendments.** Except as set forth in this Amendment, all of the other terms and provisions of the Agreement remain in full force and effect and are not otherwise altered, amended, revised or changed. The Agreement is modified only as expressly provided in this Amendment.

3. **Counterparts.** This Amendment may be executed in counterparts, including by facsimile, email, or electronic signature, each of which will be deemed an original, whether stored in electronic or print format, and all of which taken together constituting one and the same instrument.

SIGNATURES ON SEPARATE PAGE(S)

IN WITNESS WHEREOF, the Parties have caused the execution of this instrument as of the date set forth above.

236 SOUTH SCOTT LLC

By:  _____
Marcel Dabdoub, Manager

RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT

By: _____
Fletcher McCusker, Chairman

By: _____
Mark Irvin, Secretary

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