

AGREEMENT TO PROVIDE ECONOMIC BENEFITS

This Agreement (“**Agreement**”) is entered into as of September 6, 2019 (“**Effective Date**”) by and between Southern New Hampshire University, a New Hampshire non-profit corporation (“**SNHU**”) and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the “**District**”). SNHU and the District are sometimes referred to in this Agreement collectively as the “**Parties**” or individually as a “**Party.**”

RECITALS:

- A. SNHU has been exploring where to locate a west coast operations center (“Operations Center - West”) in so doing SNHU narrowed its search to Las Vegas/Henderson, Nevada or Tucson, Arizona.
- B. After evaluating these alternative sites and their respective incentives, SNHU has chosen to locate its Operations Center - West in Tucson, Arizona.
- C. The purpose of this Agreement is to detail the economic incentives that were offered by the District during SNHU’s selection process.
- D. Pima County, a political subdivision of the State of Arizona (“**County**”) owns the land and improvements located at 97 E. Broadway, Tucson Arizona as more fully described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).
- E. SNHU has or will lease the Property from the County for a period of [10] years (the “**Lease**”) to use as its Operations Center - West.
- F. While the Lease provides that SNHU and its employees will have the use of 100 parking spaces in the County’s parking garage located at 50 N. Scott Avenue, Tucson, Arizona, at some point during the first five years of the Lease term SNHU anticipates employing as many as 300 employees to work at or out of Property being paid a weighted average wage of \$34,971 in the first year with the average wage being \$36,213 by the fifth year.
- G. The Project will: (i) provide a significant investment within the District; (ii) create new opportunities for employment in the District; (iii) enhance retail transaction (sales) tax collections in the District; and (iv) provide greater ability for the District to promote new development within the District boundaries.
- H. The Board of Directors (“**Board**”) of the District believes that Project will benefit downtown Tucson in general and in particular other properties in downtown that are owned by the District.
- I. As a result, the District is willing to provide the economic incentives set forth herein to SNHU to induce SNHU to enter the Lease for the Property, to bring the employees mentioned and to make the lease commitments described.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants, promises and agreements contained herein, the District and SNHU agree as follows:

1) **Recitals.** The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2) **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

a) **“Affiliate,”** as applied to any person, means any person directly or indirectly controlling, controlled by or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) “control” (including, with correlative meaning, the terms “controlling,” “controlled by” and “under common control”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) “person” means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint venture associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

b) **“Applicable Laws”** means the federal, state, county and local laws (statutory and common law), ordinances, rules, regulations, permit requirements and other requirements and official policies of the City which apply to the development of the Property from time to time.

c) **“Lease Term”** means the date on which SNHU is authorized by the Lease to take possession of the Property (“**Commencement Date**”) to and through the termination date of that right under the Lease as may be extended from time to time by agreement between the County and SNHU.

d) **“Third Party”** means any person other than a Party or an Affiliate of a Party.

3) **SNHU’s Minimum Requirements.** To be entitled to the District’s economic benefits, SNHU shall at all times satisfy the following **“Minimum Requirements.”**

a) **Occupancy of Property.** The Lease Term commenced effective September 1, 2019 with SNHU taking occupancy of the Property no later than September 1, 2019 subject to force majeure.

b) **Performance of the Lease.** At all times during the Lease Term, SNHU’s West Operations Center shall occupy the Property and perform any and all obligations required under the Lease, including without limitation, the payment of all rent and other amounts payable under the Lease, in accordance with the terms and conditions thereof.

c) **Employees & Salaries.** During the first five years of the Lease Term, SNHU shall employ at the Property the number of individuals (each an “**Employee**”) at the salaries indicated on attached Exhibit B.

d) **Conditions Precedent.** The Minimum Requirements are express conditions precedent to the obligation of the District to provide the SNHU Economic Benefits (as defined below).

4) **District’s Findings.** The District has determined that SNHU’s satisfaction of the Minimum Requirements (i) will benefit the District and the City of Tucson (“**City**”) in numerous ways, including, without limitation, (A) increasing transaction privilege tax revenues and other revenues, (B) increasing the City’s employment base, (C) stimulating further economic development, and (D) otherwise improving or enhancing the economic welfare of the District’s primary component, the Tucson Convention Center; (ii) is not likely to occur (or to occur at this time and/or in this manner and/or at this location) without the benefits provided in this Agreement; and (iii) demonstrates the potential to generate revenues and other benefits (both tangible and intangible) to the District that outweigh or are not disproportionate to the costs associated with these benefits.

5) **Economic Incentive for SNHU.** Based upon SNHU’s continuing satisfaction of the Minimum Requirements and the District’s Findings, the District will pay the following “**Parking Incentive**” to SNHU as follows:

a) Commencing the first month after the number of Employees exceeds 100 (“**Baseline**”) and continuing thereafter, so long as the total number of Employees continuously exceeds the Baseline the District will reimburse the SNHU \$1,650.00 per employee per annum (not including the first 100 Employees) until the earlier to occur of (i) 6 years after the payment of the first Parking Incentive, (ii) the total of all such Parking Incentives amounts to \$650,000.00 (the “**Incentive Cap**”), (iii) if and when the total number of Employees falls below the Baseline for more than 30 consecutive days, or (iv) when SNHU fails to meet the Minimum Requirements for 30 consecutive days, at which point this incentive shall terminate (the “**Termination Date**”).

b) SNHU will provide an invoice to the District on or around September 1st of each year and the District will remit payment within 30 days. The invoice will contain the Employment Report noted below. The District will remit payment per the instruction on the invoice. SNHU will send the invoice to:

Rio Nuevo Multipurpose Facilities District
400 W Congress, Suite 152
Tucson, AZ 85701
c/o Daniel J. Meyers, CFO (danielm@rionuevo-tucson.org).

c) Commencing on the first day of the Lease Term and continuing until the Termination Date, SNHU shall certify to the District of the number of Employees based at the Property during the preceding month (“**Employment Report**”). The District shall rely upon the Employment Report to make the Parking Incentive Payments

d) Notwithstanding any provision of this Section 5 to the contrary, the District may make payments of the Parking Incentive more frequently than required under the terms of this Agreement. The District's decision to do so, however, shall not alter the schedule of District payments applicable thereafter.

6) **SNHU's Use of Economic Incentive.** SNHU covenants and agrees (i) to use the Parking Incentive solely for the payment of parking fees for the parking of its Employee's motor vehicles in a parking facility, fee title to which is held either by Pima County or the City and that is located within the District's tax increment financing boundaries. SNHU agrees that the District, upon payment of all or any portion of the Parking Incentive to SNHU, shall have no obligation to review, supervise or oversee the use of the Parking Incentive but instead may unconditionally rely upon the covenants and agreements contained in this Agreement restricting SNHU's use of such payments. Notwithstanding the foregoing, the District, at its expense, may, at any time within 18 months after the end of any fiscal year, review SNHU's the use of all Parking Incentives paid to SNHU (the "**Review**"). SNHU shall cooperate fully with any such Review and produce all documentation and other evidence of use of the Parking Incentives reasonably requested, from time to time, by the District. The District shall maintain as confidential any and all information provided by SNHU during such Review and shall return all such information and any copies within two months after the completion of the Review. SNHU covenants and agrees to maintain its books and records relating to its expenditure of the Parking Incentives for a period of three years after the end of any fiscal year of SNHU. SNHU's right to receive the Parking Incentives paid hereunder shall be used solely for the purposes set forth in this Agreement and shall not be pledged or assigned in any way including as security for any loans or other obligations of any nature. SNHU shall not sell, assign or transfer in any manner its right to receive the Parking Incentive.

7) **Default, Cure & Remedies.**

a) If either Party fails to perform its obligations under this Agreement and such failure continues for a period of 30 days after written notice thereof from the other Party (the "**Cure Period**"), such failure shall constitute a default under this Agreement (a "**Default**"); provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform its obligations so long as such Party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance. Any notice of an alleged Default shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured. If a Default is not cured within the Cure Period, the non-defaulting Party shall have the remedies set forth in Section 7(b) or Section 7(c) of this Agreement, as applicable.

b) **District Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by SNHU in accordance with this Agreement, the District's sole and exclusive remedies shall consist of and be limited to the following:

i) The District may recover from SNHU any Parking Incentive payments made during the period of any uncured Default and cease all future Parking Incentives if such Default continues for 30 days or more after the Cure Period.

ii) The District may seek injunctive, specific performance or declaratory relief for any non-monetary Default which continues after the notice period and Cure Periods set forth herein. SNHU further agrees that injunctive, specific performance or declaratory relief for any non-monetary Default is appropriate in the event of a failure by SNHU to perform any of its obligations under this Agreement;

iii) In any event, SNHU's indemnification obligations under this Agreement shall survive expiration or termination of this Agreement for a period equal to the applicable statute of limitations period, and the District shall have all remedies available at law or in equity or under this Agreement to enforce and give effect to its indemnification rights;

iv) All such remedies shall be cumulative and not exclusive of one another except as provided in this Agreement and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

c) **SNHU's Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the District in accordance with the notice period and Cure Period provisions of this Agreement, the District expressly acknowledges and agrees that SNHU may seek specific performance, an injunction, special action, declaratory relief or other similar relief requiring the District to undertake and fully and timely perform its obligations under this Agreement and/or SNHU may seek damages from the District limited to the amount of any undisbursed funds, that a court determines should properly be disbursed to SNHU plus SNHU's attorneys fees and court costs, and not for any other damages of any kind or nature. The District further agrees that specific performance, special action, declaratory or injunctive relief is appropriate in the event of a failure to disburse funds due and payable to SNHU under the terms of this Agreement or a failure by the District to perform any of its performance obligations under this Agreement. All such remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy. Notwithstanding the foregoing, the maximum amount of damages recoverable from the District by SNHU shall be the Incentive Cap less all Parking Incentives paid, provided that such cap shall not apply to claims by SNHU for Indemnification by the District for third-party claims.

d) **Limitation on Damages.** Claims for damages (when and if permitted) shall be limited to actual damages as of the time of entry of judgment. The District and SNHU hereby waive any right to seek punitive, multiple, exemplary or other damages.

e) **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the performing Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by the doctrine of waiver.

8) **Representations and Warranties.**

a) SNHU represents, warrants and covenants to the District that:

i) **Organization.** SNHU is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire, and has the power, right and authority to enter into this Agreement, and to consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court, and this Agreement shall constitute a legal, valid and binding obligation of SNHU, enforceable against it in accordance with the terms and conditions contained herein.

ii) **Performance.** SNHU will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

iii) **Litigation.** As of the date of this Agreement, SNHU knows of no litigation, proceeding or official investigation contesting the powers of SNHU or its officers with respect to this Agreement, including SNHU's execution, delivery and performance hereof, that has not been disclosed in writing to the District.

iv) **Contracts.** Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder, violates or shall violate any contract or agreement to which SNHU is a party.

v) **Indemnification.** Upon the filing by any Third Party of any action at law or in equity or the assertion of any claim, cause of action or judicial or non-judicial proceeding relating or pertaining, directly or indirectly, to SNHU's performance or failure to perform its obligations under this Agreement, whether or not SNHU is a party to such claim, action or proceeding, and whether or not negligence, gross negligence or intentional misconduct by the District is alleged, SNHU shall cause such action or proceeding (including all claims against the District, its directors, officers or employees) to be timely defended by counsel selected by SNHU and acceptable to the District in its reasonable discretion. The District shall fully cooperate in the defense of such action or proceeding in coordination with SNHU's counsel, at SNHU's sole cost and expense. The District may, in its sole discretion, select its own counsel to defend the District, at the District's own cost and expense. In addition to the foregoing, SNHU shall indemnify, defend and hold the District, its Board Members, representatives, agents and employees, harmless for, from and against any liability, loss, claim, action or demand, including attorneys' fees and costs that may arise out of or is connected with the SNHU's breach of any covenant, representation, warranty or term contained in this Agreement. Notwithstanding anything in this Agreement to the contrary, the obligations set forth in this Section 8(a)(v) shall survive termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

vi) **No Consideration to Third Parties.** SNHU has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

b) **The District.**

i) **Organization.** The District is a special taxing district of the State of Arizona duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power, right and authority to enter into this Agreement and to consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court, and this Agreement shall constitute a legal, valid and binding obligation of the District, enforceable against the District in accordance with the terms and conditions contained herein.

ii) **Performance.** The District will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

iii) **Litigation.** As of the date of this Agreement, the District knows of no litigation, proceeding, initiative, referendum or official investigation contesting the powers of the District or its officials with respect to this Agreement, including the District's execution, delivery and performance hereof, that has not been disclosed in writing to SNHU.

iv) **Other Contracts.** Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder violates or shall violate any contract or agreement to which the District is a party.

v) **Indemnification.** The District shall indemnify, defend and hold SNHU, its managers, members, representatives, agents and employees, harmless for, from and against any liability, loss, claim, action or demand, including attorneys' fees and costs that may arise out of or is connected with the District's breach of any covenant, representation, warranty or term contained in this Agreement. The District's indemnification provided in this Agreement shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

c) **Limitation on Representations.** Except as expressly stated herein, no Party has made any representation regarding the validity, enforceability, tax effect or any other aspect of this Agreement.

9) **Enforced Delay.**

a) **Events Constituting Enforced Delay.** Whether stated or not, all periods of time in this Agreement are subject to this Section. Neither the District nor SNHU, as the case may be, shall be considered to have caused a Default, nor shall SNHU be deemed to have failed to satisfy the SNHU Minimum Requirements with respect to its obligations under this Agreement, in the event of a delay (an "**Enforced Delay**") due to causes beyond its control and without its fault, negligence or failure to comply with the Applicable Laws, including but not restricted to (i) acts of God, acts of the Federal or State government, acts of a Third Party, litigation or other action authorized by law concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including

but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain by any governmental body on behalf of any public, quasi-public or private entity, or declaration of moratorium or similar hiatus directly affecting the Property by any governmental entity; (ii) the order, judgment, action or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an **“Order”**) which delays the completion of the work or other obligation of the Party claiming the delay, unless it is shown that such Order is the result of the failure to comply with Applicable Laws by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, from the unavailability of financing or financing on terms acceptable to SNHU, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors or lenders desired by SNHU. It is understood and agreed that SNHU will bear all risks of delay which is not Enforced Delay.

b) **Notice of Enforced Delay.** In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period equal to the duration of the Enforced Delay. The Party seeking the benefit of this Section 9 shall, within 30 days after such Party knows or reasonably should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay.

10) **General Provisions.**

a) **Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Unless expressly provided for in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its sole benefit; however, unless otherwise provided for herein, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

b) **Construction, Governing Law and Venue.** This Agreement shall be interpreted according to Arizona law and shall be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the Party preparing this Agreement or any part hereof. Any dispute or controversy relating to this Agreement, including the breach and enforcement thereof, shall take place in the Superior Court of Pima County, Arizona.

c) **Time.** Time is strictly of the essence of each and every provision of this Agreement.

d) **No Commission.** Both Parties represent that no unpaid commission is outstanding with respect to this Agreement and each Party indemnifies the other against brokerage or commission claims arising out of the indemnifying Party's actions. The Parties acknowledge that

District Directors Mark Irvin and Chris Sheafe are licensed Real Estate Brokers in the State of Arizona and members of the Board of Directors of the District. Neither Mr. Irvin nor Mr. Sheafe will be receiving any compensation under the terms of this Agreement.

e) **Attorneys' Fees.** If any action is brought by any Party in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs as determined by the court, including attorneys' fees incurred prior to any court or enforcement action that relate to the enforcement hereof.

f) **Binding Effect.** This Agreement and all instruments or documents entered into pursuant hereto are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

g) **Further Assurances and Documentation.** Each Party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

h) **Time Periods.** If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

i) **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

j) **Entire Agreement.** This Agreement, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties.

k) **Counterparts.** This Agreement may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

l) **Approvals and Notices.** Any objection, approval, disapproval, demand, document or other notice ("**Notice**") that any Party may desire or may be obligated to give to any other Party shall be in writing and may be given by personal delivery, registered or certified mail (return receipt requested), email transmission (with delivery receipt) or by commercial courier to the Party, or its successors or assigns, to whom the Notice is intended at the address of the Party set forth below or at any other address as the Parties may later designate. Change of address by a Party shall be given by Notice as follows:

i) *If to the District:* Rio Nuevo Multipurpose Facilities District, 400 West Congress, Suite 152, Tucson, Arizona 85701, with a copy to Mark Collins, Esq., Gust Rosenfeld P.L.C. , One South Church Avenue, Suite 1900, Tucson, Arizona 85701.

m) *If to SNHU:* Office of General Counsel and Compliance, Southern New Hampshire University, 2500 North River Road, Manchester, NH 03106-1045.

n) **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties; provided, however, that SNHU's rights and obligations hereunder may be assigned or transferred only at any time the assignor is not in Default under any provision of this Agreement to a single person or entity that has acquired the entirety of such rights and obligations as a successor in interest to SNHU, provided further that the successor has expressly and in writing for the benefit of the District assumed all of the obligations of the assignor under this Agreement. An assignee pursuant to an assignment or transfer made in compliance with all of the terms and provisions of this Agreement may be referred to as a "**Permitted Assignee.**" Any assignment or transfer not made in compliance with all of the terms and provisions of the Agreement shall be void, and not voidable, and shall vest no rights in the purported assignee or transferee.

o) **Term.** Subject to the indemnification provisions of Section 8 of this Agreement, this Agreement shall terminate without further action upon the earlier of (i) the Termination Date, or (ii) December 31, 2026 (the "Term"). Notwithstanding the foregoing, if the Lease Term Commencement Date has not occurred by December 1, 2019, then this Agreement, without further act or notice required, shall expire and terminate, and the Parties shall have no rights or obligations hereunder.

p) **No Partnership; Third Parties.** Nothing contained in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the District and SNHU. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except that the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Board members, officers and employees of the District acting in the course and scope of their employment or engagement and all such persons shall be, and are intended to be, third party beneficiaries of such indemnification provisions.

q) **Limited Severability.** The Parties agree that in the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the District to do any act in violation of any Applicable Law), such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further shall perform all acts and execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as and if reformed in accordance with this Section 10(p).

r) **No Liability of District Officials.** No director, officer, official, representative, agent, attorney or employee of the District shall be personally liable to SNHU, or to any successor in interest to SNHU, in the event of any Default by the District, or for any amount which may become due to SNHU or its successors, or with respect to any obligation of the District pursuant to this Agreement.

s) **Conflict of Interest.** This Agreement is subject to and may be terminated by the District in accordance with the provisions of A.R.S. §38-511.

t) **Israel Boycott** If and to the extent that ARS § 35-393 et seq.is applicable, SNHU certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARS § 35-393.

Southern New Hampshire University, a New Hampshire Non-Profit corporation

DocuSigned by:
By: *Kenneth Lee*
Print Name: Kenneth Lee
Title: Chief Financial Officer

Date: 10/1/2019

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

DocuSigned by:
By: *Fletcher McCusker*
Fletcher McCusker, Chairman

Date: 10/1/2019

DocuSigned by:
By: *Chris Sheafe*
Chris Sheafe, Treasurer

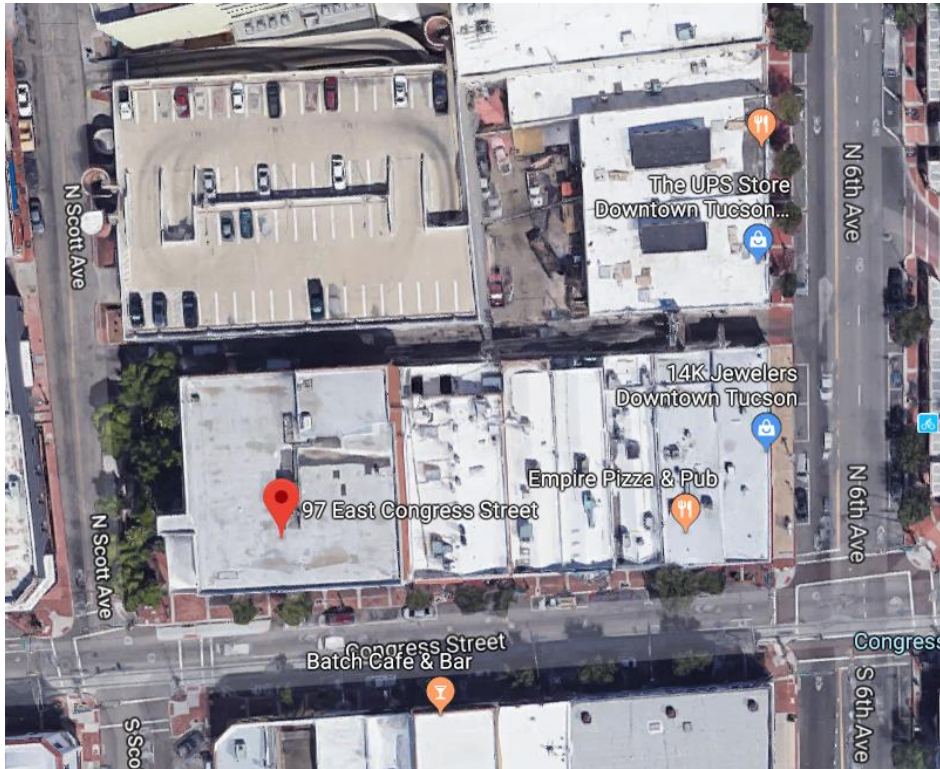
Date: 10/1/2019

EXHIBIT A

Legal Description of Property

97 E. Congress Street, in the City of Tucson, Arizona, which contains approximately forty-four thousand three hundred and forty one (44,341) rentable square feet (“RSF”) of interior space as well as an exterior landscaped courtyard area.

Site - Aerial



Site – Map



EXHIBIT B**Schedule of Employees and Salaries**

Schedule of Employees and Salaries

In-Scope Positions	Salary Range	Salary (2019)	Annual merit	12/31/2019	Salary (2020)	12/31/2020	Salary (2021)	12/31/2021	Salary (2022)	12/31/2022	Salary (2023)	12/31/2023	Total Growth
Ops Center Staff Individual Contributor Roles	\$32,989 to \$38,500	\$33,000	1%	61	\$ 33,330	48	\$ 33,663	49	\$ 34,000	65	\$ 34,340	47	270
Ops Center Management	\$50,000 to \$100,000+	\$50,000	1.5%	8	\$ 50,750	6	\$ 51,511	6	\$ 52,284	6	\$ 53,068	4	30
Total FTEs				69		123		178		249		300	300
Total Annual Growth						54		55		71		51	
Weighted Average Salary				\$34,971		\$35,313		\$35,669		\$35,909		\$36,213	
Cost of employee benefits		30%		\$723,900		\$1,303,041		\$1,904,708		\$2,682,410		\$3,259,148	

Assumptions and Notes

Individual Contributor roles include "Big 3" and "Plus 1"

Management roles include Team Leads, Managers, Directors, and VP

Though SNHU has historically provided a 3-4% annual merit increase, with the high turnover in these roles to be conservative we have used 1% for individual contributor and 1.5% for management for annual merit increases.

FY2020 Employee Benefits are currently budgeted for 38.55% but to be conservative and to subtract some items which may not be true "benefits" (like cost of Workers Comp insurance), we are using 30%.