

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement (this “**Agreement**”), effective as of December 16, 2022, (the “**Effective Date**”), is between Rio Nuevo Multipurpose Facilities District, a special taxing district and political subdivision of the State of Arizona (“**Seller**”) and Fox Tucson Theatre Foundation, an Arizona nonprofit corporation (“**Buyer**”).

RECITALS

- A. Seller is the fee simple owner of the Real Property (defined hereinafter in Section 1), located in downtown Tucson with street addresses at 17 and 27 West Congress Street, Tucson, Arizona 85701, Pima County Assessor Parcel number 117-12-037A and fully described on Exhibit A hereto.
- B. The Real Property contains the historic Fox Tucson Theatre (the “**Theatre**”), which is on the National Historic Register and constitutes an important part of Downtown Tucson’s rich history and culture. Buyer, and its affiliates, operate the Theatre and lease the Real Property from Seller pursuant to the Ground Lease & Loan Modification Agreement dated December 29, 2014 (the “**Lease**”). For the avoidance of doubt, the Real Property also contains the “Star Building” located at 30 North Church Avenue, Tucson, Arizona 85701, and the vacant parking lot adjacent to the Star Building, notwithstanding that same is directly adjoining the Theatre.
- C. During Seller’s public meeting on October 25, 2022, Buyer presented an expansion and redevelopment proposal for a transformative overhaul of the corner of Stone Avenue and Congress Street, as an expansion of the real property adjoining the Theatre (such proposed project, the “**Expansion Project**”), attached hereto as Exhibit B.
- D. The Expansion Project entails, among other things, significant construction and redevelopment of the adjacent parcels of real property directly adjoining with the Theatre (the “**Adjacent Parcels**”), while maintaining the historic aesthetic and status of the Theatre. As of the Effective Date, Seller is also engaged to purchase the Adjacent Parcel under that certain Purchase and Sale Agreement and Joint Escrow Instructions dated July 5, 2022 between Seller and BC Limited LLC (the “**Adjacent Purchase Agreement**”).
- E. Based on third-party analysis by Johnson Consulting, the Expansion Project is projected to provide local economic benefits and substantial increases in taxable revenue for Tucson and Seller. The Expansion Project’s cost estimate totals \$21,000,000.00, which Buyer will secure through capital fundraising, donations, and/or other efforts.
- F. After careful consideration, the Seller has determined that the above-referenced Expansion Project will present myriad public benefits including, without limit, generating substantial taxable revenue and appreciably increasing employment opportunities and will therefore benefit the downtown Tucson area and Seller’s taxable district.
- G. During Seller’s public meeting on October 25, 2022, the Seller approved certain actions and transaction undertaken by Seller in support of the Expansion Project, as more

specifically provided in this Agreement and in that certain Economic Benefit Agreement between the Parties, effective _____, 2022 (the “**Benefit Agreement**”).

- H.** The Parties agree that this Agreement and the Benefit Agreement are to detail the terms and conditions of the transactions Seller has agreed to undertake in support of the Expansion Project and to generally describe the terms and conditions that the Parties will incorporate into their relationship thereafter with respect to same.

AGREEMENT

ACCORDINGLY, in consideration of the covenants, terms, conditions, and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer (each, a “**Party**” and together, collectively, the “**Parties**”) agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein the real property located in Pima County, Arizona as described in the attached and hereby incorporated Exhibit A together with all of Seller’s right, title, and interest in and to any improvements, water rights, air rights, mineral rights, privileges, and appurtenances thereto, including the right to any adjacent easements or rights-of-way (collectively, the “**Real Property**”).

2. Purchase Price; Payment. In exchange for the Real Property, Buyer shall pay Seller \$100.00 (the “**Purchase Price**”) and shall provide the other consideration as delineated in this Agreement and the Benefit Agreement. Buyer shall pay the Purchase Price in cash or certified funds (in United States Dollars) to be deposited with an Escrow Agent on or before the Closing Date (as both terms are defined below).

3. The Escrow.

(a) Escrow Agent and Instructions. Sometime before or after execution of this Agreement by the Parties, an “Escrow” shall be opened with Fidelity National Title Insurance Company (“**Title Company**”) at 800 East Wetmore Road, Suite 110, Tucson, Arizona 85719, Attn: Rebecca Sauers (“**Escrow Agent**”) to facilitate the consummation of the sale of the Real Property pursuant to this Agreement. This Agreement constitutes “**Escrow Instructions**” to Escrow Agent. The assignment by Escrow Agent of an escrow number to this transaction and the opening of Escrow by Escrow Agent constitute Escrow Agent’s acceptance of the terms and conditions of these Escrow Instructions.

(b) Escrow Opening. For the purposes of this Agreement, the “**Escrow Opening Date**” is deemed to have been October 25, 2022.

(c) Closing. The sale of the Real Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall occur at a place and time mutually agreed upon by the Parties, at the earlier of (i) 10 days following the date when all conditions and contingencies set forth in this Agreement are satisfied or (ii) December 23, 2022 or any earlier date as may be mutually agreed upon by the Parties (the “**Closing Date**”). The Closing Date shall be deemed to be the date on which the Parties shall have

performed all actions necessary for the Closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other Closing documents. The Parties hereby authorize Escrow Agent to execute, at Closing, the affidavits of real property value as required by Arizona law.

(d) **IRC Reports.** Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), shall file all necessary information reports, returns, and statements (collectively the “**Reports**”) regarding the transactions as may be required by the Code including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify, defend, and hold harmless the Parties and their respective executive officers, members, and attorneys for, from, and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent’s failure to file the Reports that Escrow Agent is hereby required to file.

(e) **Closing and Escrow Fees.** The Escrow fees shall be paid by Buyer. Real property, personal property, ad valorem taxes, special assessments, and other state or local taxes and charges affecting the Real Property, if any, shall be prorated on the basis of the current year’s rate and valuation, *provided*, that if the rate of, or valuation for, any such taxes, charges, or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Except as otherwise provided in this Agreement, all Closing costs and expenses shall be paid solely by Buyer. If prior to Closing, any governmental assessment or any proposed governmental action is imposed against the Real Property, Seller shall promptly give Buyer written notice thereof.

4. **[Intentionally Omitted].**

5. **Condition of Title.**

(a) **Title Report.** Promptly after the execution of this Agreement by all Parties (“**Agreement Date**”), Escrow Agent shall deliver to the Parties a preliminary title report or commitment (including matters revealed by an inspection of the Real Property) dated no earlier than the Agreement Date leading to the issuance of, at Buyer’s option and sole cost, an owner’s policy of title insurance in the Real Property, together with readable copies of all instruments of record referred to therein (the “**Title Report**”).

(b) **Review Period.** Buyer shall have until 15 days after receipt of the Title Report and legible copies of all documents constituting exceptions to title (the “**Review Period**”) within which to object in writing to Seller and Escrow Agent to the legal description or any matters in the Title Report. Buyer’s failure to timely object to any of the matters in the Title Report within the Review Period will constitute Buyer’s acceptance of title subject to those identified matters.

(c) **Objections.** If Buyer objects to any identified matters in the Title Report or any survey of the Real Property pursued by Buyer at its sole option and cost, Seller shall have until the Closing Date to use reasonable efforts to cure any matters objected to by Buyer but shall have no obligation to do so. If Seller does not use reasonable efforts to cure those matters objected to by Buyer by the Closing Date, Buyer’s sole remedies shall be to either (X) waive the matters objected

to and close the Escrow, or (Y) cancel this Agreement by notice to Seller and Escrow Agent. Thereafter, Seller shall have no further obligations or liability to Buyer hereunder whatsoever, except as may be expressly provided elsewhere herein.

(d) Amended Title Report. Buyer shall have until 5 business days after receipt of an amended Title Report disclosing new matters affecting the Real Property (and the Closing Date shall automatically be extended for such 5 business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any matters affecting title set forth therein; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in Section 5(c) above. If Seller does not use commercially reasonable efforts to cure those matters objected to by Buyer within 2 business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the 5 business day period hereinabove provided and this 2 business day period), then Buyer may, in its sole and absolute discretion, elect either of the remedies set forth in Section 5(c) above. Thereafter, Seller shall have no further obligations or liability to Buyer hereunder whatsoever, except as may be expressly provided elsewhere herein. Seller covenants that, between the Agreement Date and the Closing Date, it will not intentionally cause any material matter to arise or be imposed upon the Real Property affecting title thereto within its reasonable control as to which Seller does not cure or remove before Closing. Buyer's failure to timely object to any of the matters on an amended Title Report within 5 business day period described in this Section will constitute Buyer's acceptance of those matters.

(e) Title Insurance. Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, either a standard title insurance policy insuring title to the Real Property in Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions, and stipulations in the form of policy and matters affecting title shown on the Title Report not objected to by Buyer in accordance with this Section 5. Buyer shall be solely responsible, and pay at its sole expense, for all costs of and associated with any insurance policy insuring title to the Real Property in Buyer in accordance with this Agreement. Buyer shall further pay for any endorsements to the title policy. The Parties agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the Parties within 10 days after delivery of the Title Report, either Party reasonably determines should more properly be shown in the exceptions to title portion of the Title Report). For the avoidance of doubt, Buyer's ability (or inability) to obtain an ALTA extended coverage policy and/or any requested endorsements is not a condition to Buyer's obligation to close on the transactions contemplated hereunder.

6. Conveyancing and Closing Documents.

(a) By Seller. On the Closing Date, Seller shall deliver to Buyer:

- i. Special Warranty Deed in the form attached hereto as Exhibit C (the "**Deed**"), conveying to Buyer title of the Real Property and an executed affidavit of value (the "**Affidavit of Value**"), if applicable.

(b) By Escrow Agent. On the Closing Date, Escrow Agent shall:

- i. Record or file, as appropriate, the Closing instruments hereunder in the following order: (W) the Deed, (X) any lien releases and/or reconveyances, (Y) the Affidavit of Value, if applicable.
- ii. Deliver the title insurance policy, as set forth in Section 5(e) hereof to Buyer.
- iii. Disburse the Purchase Price to Seller.
- iv. Provide each of the Parties with a complete set of Closing documents as they become available to Escrow Agent.

(c) By Buyer. On or before the Closing Date, Buyer shall execute and deliver to Escrow Agent any documents required elsewhere herein.

7. No Alterations to Real Property. Seller shall make no material modifications or alterations to the Real Property between the Escrow Opening Date and the Closing Date, without prior notice to Buyer. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Real Property of which Buyer has not received prior notice. Where such prior notice is duly provided, Buyer shall cause to be discharged and/or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished before the Closing Date.

8. Seller's Representations and Warranties. Seller represents and warrants to Buyer only that:

(a) Seller is a political subdivision of the State of Arizona, authorized under Arizona law, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Seller to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Seller have been duly and validly authorized, and upon execution and delivery by Seller will constitute the valid and binding obligations of Seller in accordance with their terms.

(b) Seller owns fee simple title to the Real Property. Seller has full authority to sell the Real Property pursuant to the terms of this Agreement. The Real Property is not subject to any unrecorded mortgages, liens, defects, adverse claims, encroachments, financing statements, or encumbrances that will not be paid in full or removed at or before Closing.

(c) The person executing this Agreement on behalf of Seller is duly authorized to do so and thereby bind Seller hereto.

9. Conditions to Buyer's Obligation to Close. Buyer's obligation to purchase the Real Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

(a) Warranties True. All of Seller's representations and warranties in this Agreement shall be true and correct on and as of the Closing Date.

(b) **Conditions Met.** Seller shall have materially performed and complied with all express agreements and conditions herein required to be performed or complied with by Seller before or at the Closing Date.

(c) **Documents in Escrow.** Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

(d) **Title Commitment.** Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing a standard title insurance policy. For the avoidance of doubt and notwithstanding anything to the contrary herein, Escrow Agent's commitment to issue an ALTA extended coverage owner's policy shall not be a condition to Closing hereunder.

(e) **Failure of Conditions.** If any of the foregoing conditions described in this Section 9 are not satisfied, and Seller fails to cure satisfy such condition within 5 days after receipt of written notice from Buyer of such failure, Buyer, at its election, may (i) cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate, and neither Party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (ii) waive Seller's compliance with the condition and close Escrow subject thereto.

10. Representations, Warranties, and Covenants of Buyer. Buyer represents and warrants to (and covenants with) Seller that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. Buyer is a nonprofit corporation validly formed and in good standing under the laws of the State of Arizona. Buyer is duly qualified to do business and is in good standing in the State of Arizona. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with this Agreement or shall have been taken on or before the Closing Date. Buyer's execution, delivery, and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individual(s) executing this Agreement on behalf of Buyer have the power and authority to bind Buyer to the terms and conditions of this Agreement. Within 10 days of the Escrow Opening Date, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all Closing documents.

(b) This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.

(c) Buyer has not violated any contract, agreement, or other instrument to which Buyer is a party nor any judicial order, judgment, or decree to which Buyer is bound by: (i) entering into this Agreement; (ii) executing any of the documents Buyer is obligated to execute and deliver on the Closing Date; or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer's power or authority to enter into or perform as it promises or agrees to do under this Agreement.

(e) Buyer shall defend and indemnify Seller and its executives against, and hold Seller and its executives, members, directors, officers, employees, and agents harmless from, all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, asserted by any third parties arising from or in any way connected with this Agreement or the Real Property, occurring after the Closing Date.

(f) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) There are no judgments, orders, or decrees of any kind against Buyer unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Buyer's actual knowledge, threatened against Buyer, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Buyer or the ability of Buyer to consummate the transactions contemplated by this Agreement.

(h) To the best of Buyer's knowledge and belief, all documents, estimates, analyses, projections, and other materials embodying the Expansion Project presented to Seller on or about October 25, 2022 – all of which, Buyer expressly acknowledges by this reference, constitute a material inducement of Seller to enter into this Agreement – are true and accurate summaries of reports received by Buyer from independent, third-party consultants which have not been revised or altered as of Closing.

(i) At and after the completion of the transactions contemplated in this Agreement, Buyer shall endeavor in good faith to develop, expand, and thereafter use the Real Property for the benefit of Seller's district and Tucson's downtown community and as set forth in the Expansion Project and in accordance with the terms and conditions set forth in that Benefit Agreement.

(j) Notwithstanding anything to the contrary elsewhere herein, Buyer understands that it is purchasing the Real Property hereunder on an absolute "as-is" basis and that by its execution of this Agreement, expressly accepts and acknowledges that it shall not have any right to reimbursement or remedy from Seller relating to any latent or hidden defects, whether known or unknown, and irrespective of disclosure by Seller.

11. Conditions to Seller's Obligation to Close. Seller's obligation to sell the Real Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing Date.

(a) **Warranties True.** Buyer's representations and warranties in this Agreement shall be true and correct in all material respects on and as of the Agreement Date and on and as of the Closing Date as if made on and as of the date of the Closing Date.

(b) **Performance Complete.** Buyer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it before or at the Closing Date.

(c) **Conditions.** If any of the conditions described in this Section 11 are not satisfied, and Buyer fails to cure satisfy such condition within 5 days after receipt of written notice from Seller of such failure, Seller, in its sole discretion, may (i) cancel this Agreement by notice to Buyer and Escrow Agent, whereupon this Agreement and the Escrow shall be terminated automatically or (ii) waive Buyer's compliance with the condition and close Escrow subject thereto.

12. Seller's Remedies. If Buyer defaults under this Agreement, Seller may terminate this Agreement and seek any remedies available to it in law or equity including, without limit, reimbursement for its costs and fees incurred in the transaction (including reasonable attorney's fees and costs).

13. Buyer's Remedies. If the Escrow hereunder fails to close because of a breach by Seller of any obligation or failure of any representation or warranty, Buyer's sole and exclusive remedy shall be to terminate this Agreement by written notice to Seller and Escrow Agent and receive the Purchase Price (and all accrued interest thereon). Upon such termination, Seller shall thereafter have no further obligations or liability to Buyer except as may herein be expressly provided otherwise.

14. Breach; Cure. Failure by a Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 5 days after written notice thereof from the other Party, shall constitute a default under this Agreement; *provided*, however, that if the failure is such that more than 5 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said 5-day period and diligently proceeds to complete such performance or fulfill such obligation (the "**Cure Period**"); *provided further*, however, that no such cure period shall extend beyond the Closing Date, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. If a breach is not cured within the Cure Period, the non-defaulting Party shall have its applicable rights as detailed in Sections 12 and 13 above.

15. Eminent Domain. If, before the Closing Date, any of the Real Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Real Property by the power of condemnation or eminent domain, Seller shall give written notice thereof to Buyer. Buyer may, in its sole discretion and within 10 days after receipt of such notice from Seller or before the Closing Date, whichever period is shorter, elect to terminate this Agreement by written

notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, then neither Party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, Seller shall retain all right and title to any and all condemnation awards relating to the Real Property and rights thereto and the Purchase Price shall not be reduced.

16. Risk of Loss. Before the Closing Date, the risk of loss resulting from any cause including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Buyer; *provided*, that Buyer shall keep the Real Property insured against casualty until the Closing under its existing insurance policies. If, at any time before the Closing, the improvements on the Real Property, if any, are destroyed or materially damaged, Buyer may elect (a) to terminate this Agreement, whereupon neither Party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise or (b) to close Escrow and thereby irrevocably accept such loss or casualty to the Real Property without any reimbursement or compensation due from Seller.

17. Commissions; No Broker. Each Party warrants and represents that no real estate sales or brokerage commissions or like commissions are or will be due from the other Party in connection with this transaction as a result of the act of the Party so warranting. Further, each Party agrees to indemnify the other Party for, from, and against any claims by third parties made as a result of the act of the Party so representing, for real estate or brokerage commissions in connection with the transactions provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

18. General Provisions.

(a) Further Instruments. Each Party, promptly upon the request of any other Party hereto, shall execute, acknowledge, and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

(b) Assignment. No Party may assign or transfer its rights, duties, and obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason or for no reason. Any attempted assignment or transfer without such prior written consent shall be null, void and without any force or effect.

(c) Successors and Assigns. Except as may otherwise be provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

(d) Entire Agreement. This Agreement, along with the exhibits hereto and the Benefit Agreement (all of which are incorporated herein and made a part hereof), contains the entire understanding and agreement between or among the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between or among the Parties.

(e) **Modification of Agreement.** No modification of this Agreement shall be effective unless in writing and signed by all of the Parties hereto.

(f) **Waiver.** The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

(g) **Survival.** All representations, warranties, and indemnities made in this Agreement shall survive the Closing unless otherwise expressly provided herein.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

(i) **Captions.** As used in this Agreement, "Section" means the referenced section or subsection of this Agreement and may be inclusive or exclusive of other sections or subsections as required by context.

(j) **Descriptive Headings.** The descriptive headings throughout this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(k) **Third Party Beneficiary.** None of the terms or provisions of this Agreement shall be deemed or construed to create any third-party beneficiary rights to any person who is not a party hereto unless expressly otherwise provided.

(l) **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below or (ii) delivered by confirmed facsimile or email transmission as set forth below:

If to Seller: Rio Nuevo Multipurpose Facilities District
Attn: Fletcher McCusker, Chairman
1703 East Broadway Boulevard,
Tucson, Arizona 85719
Email: fjmccusker@gmail.com

With a copy to: Farhang & Medcoff, PLLC
Attn: Timothy Medcoff, Esq.
100 South Church Avenue, Suite 100
Tucson, Arizona 85701
Email: tmedcoff@farhangmedcoff.com

If to Buyer: Fox Tucson Theatre Foundation
Attn: Bonnie Schock
P.O. Box 1008
Tucson, Arizona 85702
Email: bonnie@foxtucson.com

With a copy to: Hecker Pew PLLC
Attn: Lawrence M. Pew, Esq.
405 West Franklin Street
Tucson, Arizona 85701
Email: heckyes@hecklerpllc.com

If to Escrow Agent: Fidelity National Title Agency, Inc.
Attn: Rebecca Sauers
800 East Wetmore Road, Suite 110
Tucson, Arizona 85719
Email: rebecca.sauers@fnf.com

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (X) when personally delivered to the Party or (Y) when received by confirmed facsimile or email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(m) Governing Law and Venue. This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any Party relating to this Agreement shall be instituted in the state or federal courts located in Pima County, Arizona only.

(n) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

(o) Attorneys' Fees. In the event of any controversy, claim, or dispute between or among the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses including, without limitation, reasonable attorneys' fees, expert witness fees, and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

(p) Recitals. The Parties each hereby acknowledge and agree that the Recitals to this Agreement—which are incorporated herein and made a part hereof by this reference—are each true and accurate in all material respects.

(q) Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

(r) Severability. If any provision(s) of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

(s) 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.

(t) Cancellation. Notwithstanding anything to the contrary herein, if applicable, this Agreement may be cancelled by Seller pursuant to A.R.S. § 38-511 without Seller incurring any penalty or liability to Buyer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below, effective as of the Effective Date.

Dated: December 16, 2022

SELLER:

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

By: 
Name: Fletcher McCusker
Its: Chairman

By: 
Name: Edmund Marquez
Its: Secretary

BUYER:

FOX TUCSON THEATRE FOUNDATION, an Arizona nonprofit corporation

By: _____
Name: Bonnie Schock
Its: Executive Director

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below, effective as of the Effective Date.

Dated: December 16, 2022

SELLER:

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

By: _____

Name: Fletcher McCusker

Its: Chairman

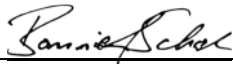
By: _____

Name: Edmund Marquez

Its: Secretary

BUYER:

FOX TUCSON THEATRE FOUNDATION, an Arizona nonprofit corporation

By: 

Name: Bonnie Schock

Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

Escrow No. **20001810-020-RES**

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Parcel I:

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 64.09 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 19.84 feet to the POINT OF BEGINNING;

THENCE South 83 degrees 07 minutes 47 seconds West a distance of 32.53 feet to a point;

THENCE North 07 degrees 02 minutes 46 seconds West a distance of 48.33 feet to a point;

THENCE South 82 degrees 39 minutes 12 seconds West a distance of 107.15 feet to a point;

THENCE North 09 degrees 45 minutes 49 seconds West a distance of 91.31 feet to a point;

THENCE North 81 degrees 11 minutes 21 seconds East a distance of 24.25 feet to a point;

THENCE South 07 degrees 39 minutes 30 seconds East a distance of 15.72 feet to a point;

THENCE North 82 degrees 52 minutes 35 seconds East a distance of 50.08 feet to a point;

THENCE North 79 degrees 53 minutes 10 seconds East a distance of 78.81 feet to a point;

THENCE South 10 degrees 07 minutes 24 seconds East a distance of 6.50 feet to a point;

THENCE South 79 degrees 52 minutes 36 seconds West a distance of 9.98 feet to a point;

THENCE South 07 degrees 18 minutes 46 seconds East a distance of 13.12 feet to a point;

THENCE South 82 degrees 41 minutes 14 seconds West a distance of 4.00 feet to a point;

THENCE South 11 degrees 57 minutes 03 seconds East a distance of 26.83 feet to a point;

THENCE South 10 degrees 00 minutes 05 seconds East a distance of 18.50 feet to a point;

THENCE South 04 degrees 09 minutes 32 seconds East a distance of 3.80 feet to a point;

THENCE South 10 degrees 41 minutes 22 seconds East a distance of 10.20 feet to a point;

THENCE South 07 degrees 49 minutes 28 seconds East a distance of 49.04 feet to the POINT OF TERMINATION.

Parcel II:

An overhead easement located 19 feet above the existing finish floor and extending 50 feet above the existing finish floor described as follows:

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 56.70 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 83.23 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 39 minutes 22 seconds West a distance of 8.73 feet to a point;

THENCE North 10 degrees 00 minutes 05 seconds West a distance of 18.50 feet to a point;

THENCE North 11 degrees 57 minutes 03 seconds West a distance of 26.83 feet to a point;

THENCE North 82 degrees 41 minutes 14 seconds East a distance of 4.00 feet to a point;

THENCE North 07 degrees 18 minutes 46 seconds West a distance of 1.28 feet to a point;

THENCE North 83 degrees 30 minutes 14 seconds East a distance of 8.15 feet to a point;

THENCE South 06 degrees 49 minutes 35 seconds East a distance of 46.09 feet to the POINT OF BEGINNING.

Parcel III:

A street level easement for pedestrian access and utilities over, upon and across all that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 61.09 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 48.55 feet to the POINT OF BEGINNING;

THENCE South 82 degrees 10 minutes 32 seconds West a distance of 3.49 feet to a point;

THENCE North 07 degrees 49 minutes 28 seconds West a distance of 20.38 feet to a point;

THENCE North 10 degrees 41 minutes 22 seconds West a distance of 10.20 feet to a point;

THENCE North 09 degrees 09 minutes 32 seconds West a distance of 3.80 feet to a point;

THENCE North 11 degrees 09 minutes 19 seconds West a distance of 45.33 feet to a point;

THENCE North 82 degrees 41 minutes 14 seconds East a distance of 4.00 feet to a point;

THENCE North 07 degrees 18 minutes 46 seconds West a distance of 13.12 feet to a point;

THENCE North 79 degrees 52 minutes 56 seconds East a distance of 9.98 feet to a point;

THENCE North 10 degrees 07 minutes 24 seconds West a distance of 6.50 feet to a point;

THENCE North 79 degrees 53 minutes 10 seconds East a distance of 43.24 feet to a point;

THENCE South 08 degrees 42 minutes 38 seconds East a distance of 3.56 feet to a point;

THENCE South 81 degrees 17 minutes 04 seconds West a distance of 34.70 feet to a point;

THENCE South 08 degrees 42 minutes 56 seconds East a distance of 10.00 feet to a point;

THENCE South 81 degrees 17 minutes 05 seconds West a distance of 15.00 feet to a point;

THENCE South 04 degrees 07 minutes 04 seconds East a distance of 32.47 feet to a point;

THENCE South 08 degrees 58 minutes 08 seconds East a distance of 52.80 feet to the POINT OF TERMINATION.

Parcel IV:

A street level easement for pedestrian access over, upon and across all that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 192.43 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 19.81 feet to the POINT OF BEGINNING;

THENCE South 83 degrees 07 minutes 47 seconds West a distance of 10.00 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 47.46 feet to a point;

THENCE North 82 degrees 39 minutes 12 seconds East a distance of 10.00 feet to a point;

THENCE South 08 degrees 38 minutes 44 seconds East a distance of 47.55 feet to the POINT OF TERMINATION.

PARCEL B:

Parcel 1:

All that portion of Lot 9, Block 196 of the CITY OF TUCSON, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the Southwest corner of Lot 9;

thence Northerly along the West boundary of said Lot 9, a distance of 29.5 feet to the TRUE POINT OF BEGINNING;

thence Northerly along the West boundary line of said Lot 9, a distance of 24.66 feet;

thence Easterly and parallel with the South boundary line of said Lot 9 to a point on the West boundary line of the property described in Deed recorded in Book 137 of Deeds, page 110;

thence Southerly and along the West boundary line of aforesaid property to a point which is 29.5 feet Northerly from the South boundary line of said Lot 9;

thence Westerly a distance of 83 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

All of Lot 8, Block 196 of the CITY OF TUCSON, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70;

EXCEPT that certain parcel of land seven feet square at the Northeast corner of Lot 8, described as follows:

BEGINNING at the Northeast corner of said Lot 8;

thence Westerly along the North line of said Lot 8, a distance of 7 feet;

thence Southerly and parallel with the East line of Lot 8, a distance of 7 feet;

thence Easterly and parallel with the North line of Lot 8, a distance of 7 feet;

thence Northerly a distance of 7 feet to the POINT OF BEGINNING.

Parcel 4:

That portion of Lot 9 in Block 196 of City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70 thereof, described as follows:

BEGINNING at the Southwest corner of Lot 9; thence Northerly along the West boundary thereof a distance of 54.16 feet to the POINT OF BEGINNING:

thence Easterly and parallel with the South boundary line of Lot 9 to the West boundary of that portion of Lot 9 conveyed to Lyric Realty Company by Deed recorded in Book 137 of Deeds, page 110;

thence Northerly along the Westerly boundary line of said property to the Northwest corner of said property and being on the North line of Lot 9;

thence Westerly along the Northerly line of Lot 9 to the Northwest corner thereof;

thence Southerly along the Westerly line of Lot 9 to the POINT OF BEGINNING.

PARCEL C:

(Kitchen Parcel)

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70 thereof, and of that certain strip lying between the original South line of said Block and the North line of Congress Street, described as follows:

BEGINNING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly along the North line of Congress Street, a distance of 118 feet, to the Southeast corner of parcel described in Book 34 of Deeds at page 848, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly to a point on a Southerly line of that certain parcel conveyed to Fox Tucson Theatre Foundation by Deed recorded in Docket 11476 at page 4594;

THENCE Westerly along said Southerly line, North 82 degrees 39 minutes 12 seconds West, a distance of 28.73 feet to a Southwest corner of said Fox Tucson Theatre Foundation parcel;

THENCE South 07 degrees 02 minutes 46 seconds East, along a Westerly line of said Fox Tucson Theatre Foundation parcel, a distance of 48.33 feet to a point on the North line of Congress Street;

Thence Easterly, along the North line of Congress Street, to the TRUE POINT OF BEGINNING.

EXHIBIT B
EXPANSION PROPOSAL

FOX TUCSON THEATRE

Expansion Concept

The Future is Right Around
the Corner...



**THE TIME IS NOW TO TAKE THE FOX AROUND
THE CORNER @ STONE & CONGRESS**

Once in a Lifetime Opportunity

From Venue to Performing Arts Center

Transformative Downtown Legacy Project



THE VISION

A welcoming, sophisticated downtown performing arts and events destination that will serve greater diversity of activities, artists, and audiences at the highest levels of service. An expanded Fox Tucson will honor and build upon the history we treasure, delivering truly special experiences in a one-of-a-kind setting that boasts all the modern amenities our community expects and deserves.

Major Benefits

Artistic Program Diversity

Next Level Patron and Donor Services

Destination, Complete Evening, Special Occasion Experiences

Key Features

Grand Corner Entry at Stone & Congress

Seamless Integration with Historic Theatre

ADA Access for Historic Theatre and Theatre Expansion

Wrap-around Digital Marquee

New Restrooms on 3 Levels

Exquisite Lobby Spaces to Mix & Mingle

Full Kitchen

Outdoor Rooftop Bar & Dining

Flexible Performance & Event Center

FOX



**CONCEPT
RENDERING
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**



Swaim Associates Ltd Architects AIA



**CONCEPT
RENDERING
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**

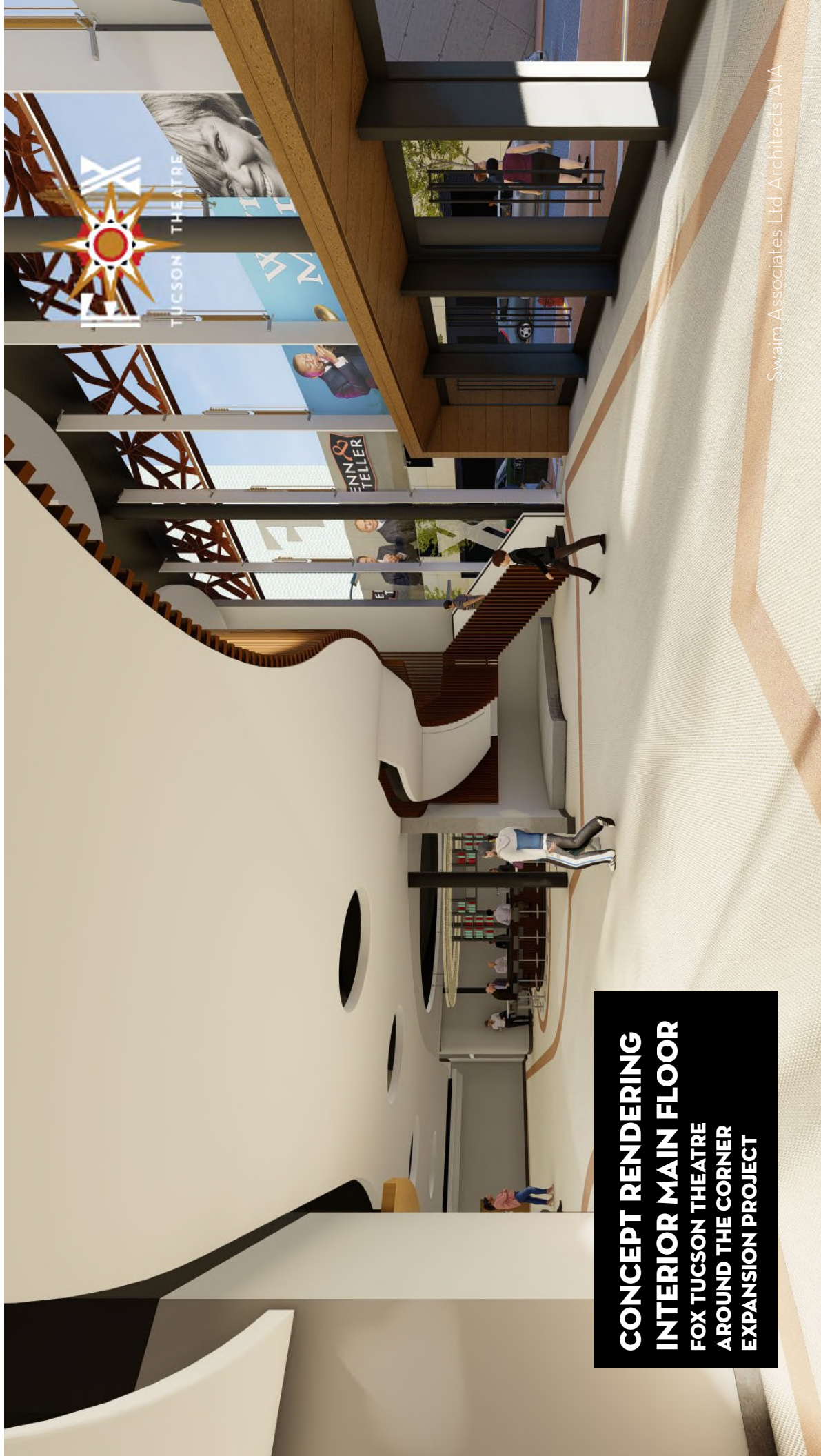
Swaim Associates Ltd Architects AIA



**CONCEPT
RENDERING
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**

Swaim Associates Ltd Architects AIA

**CONCEPT RENDERING
INTERIOR MAIN FLOOR
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**

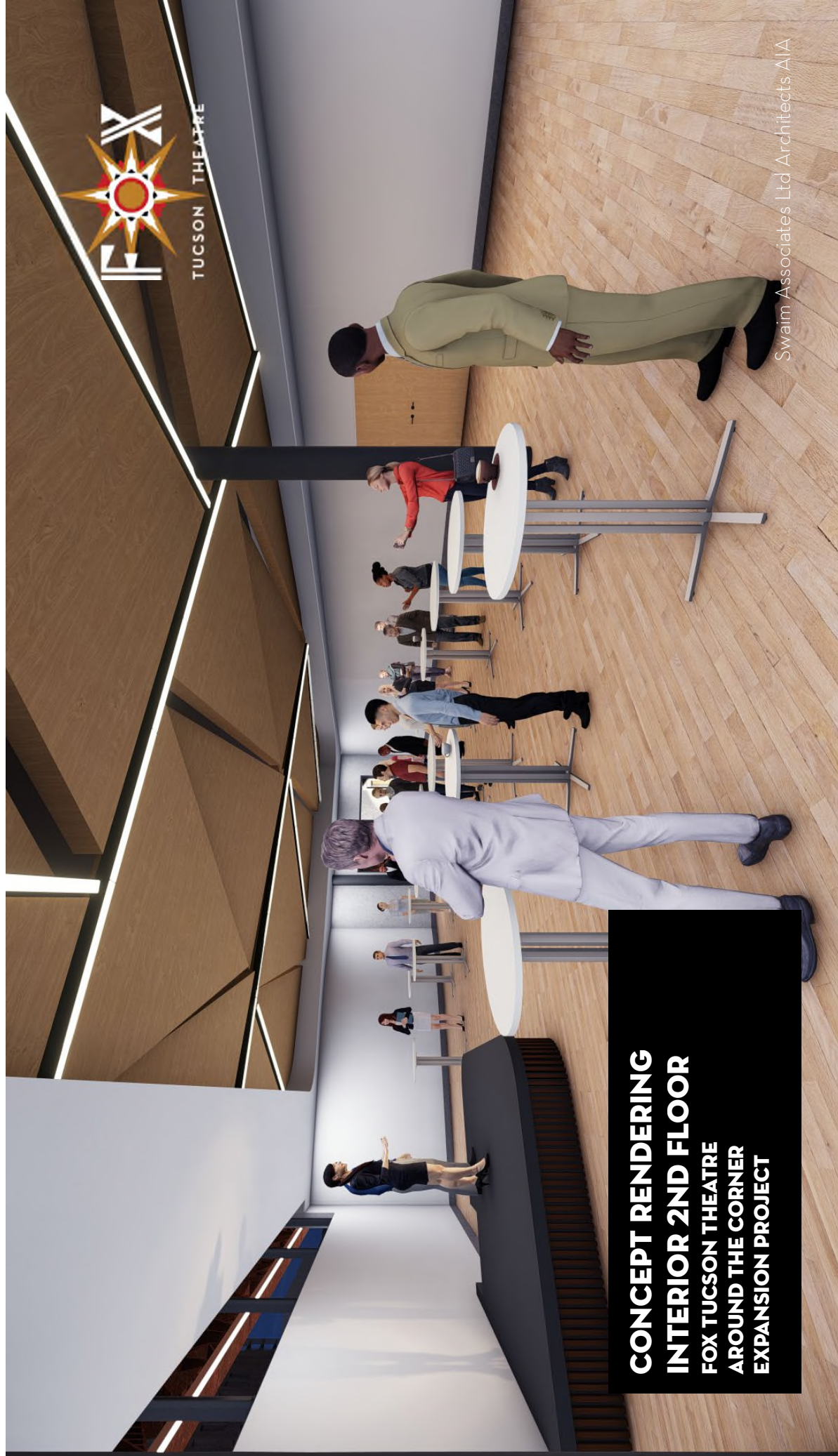


Swaim Associates Ltd Architects AIA



**CONCEPT RENDERING
INTERIOR MAIN FLOOR
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**

Swaim Associates Ltd Architects AIA



**CONCEPT RENDERING
INTERIOR 2ND FLOOR
FOX TUCSON THEATRE
AROUND THE CORNER
EXPANSION PROJECT**

Swaim Associates Ltd Architects AIA



CONCEPT RENDERING NIGHT
FOX TUCSON THEATRE AROUND THE
CORNER EXPANSION PROJECT

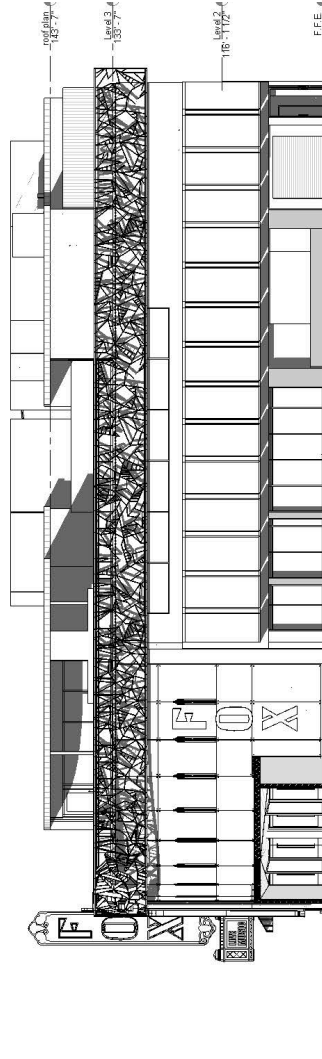
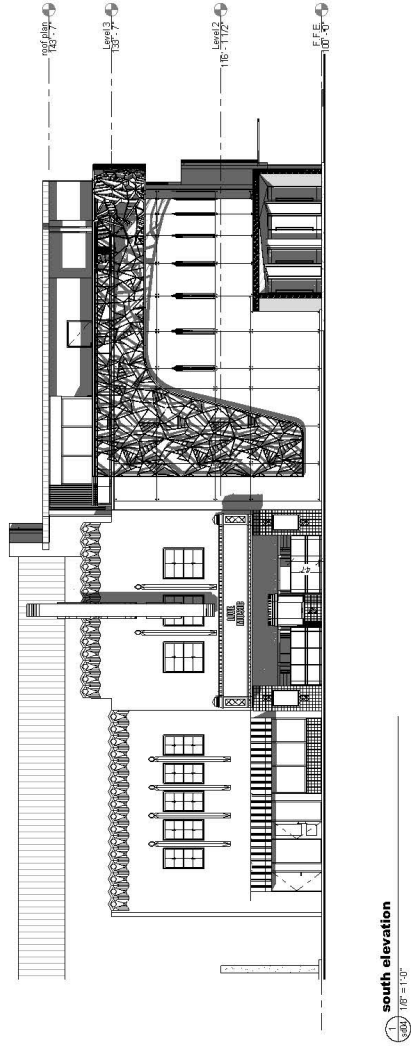
Swaim Associates Ltd Architects AIA

**CONCEPT RENDERING NIGHT
FOX TUCSON THEATRE AROUND THE
CORNER EXPANSION PROJECT**



Swaim Associates Ltd Architects AIA

Elevation Plans

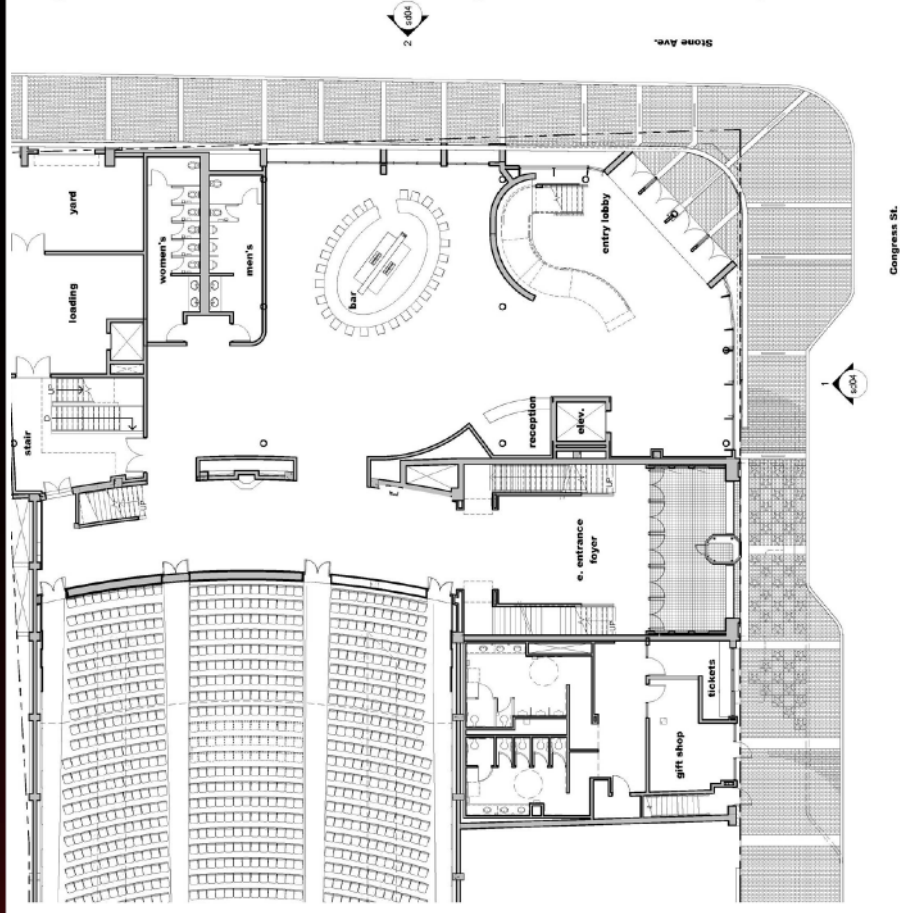


Swaim Associates Ltd Architects AIA

FOX



Main Floor

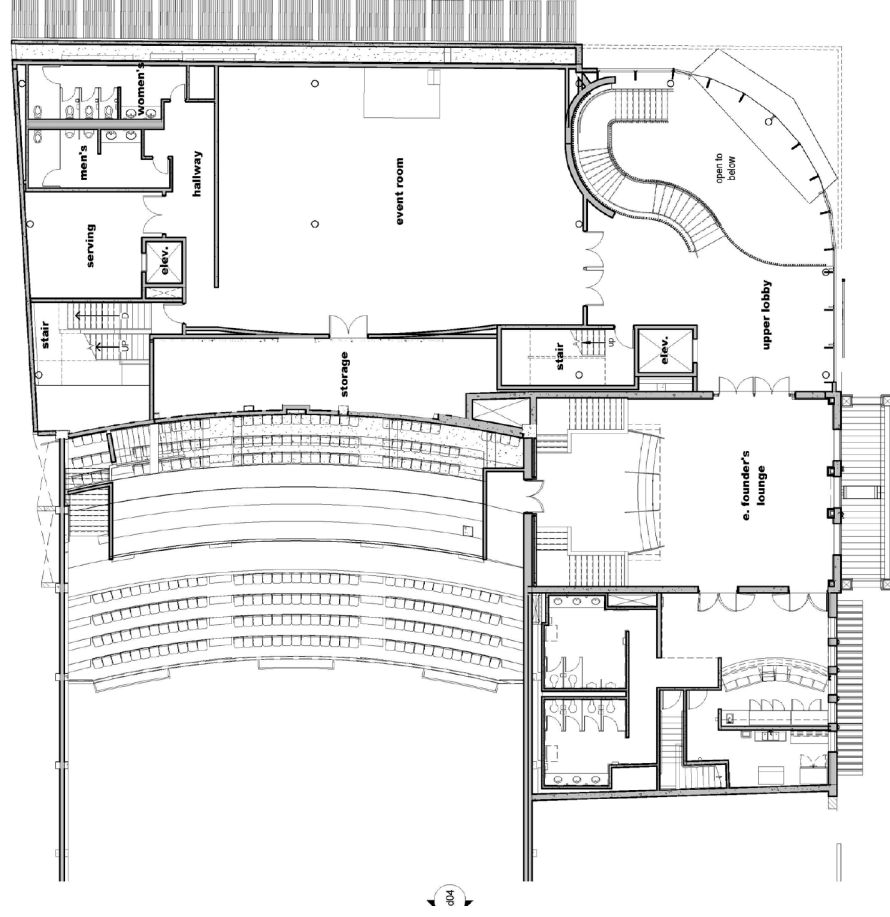


Swaim Associates Ltd Architects AIA

FOX



Second Floor

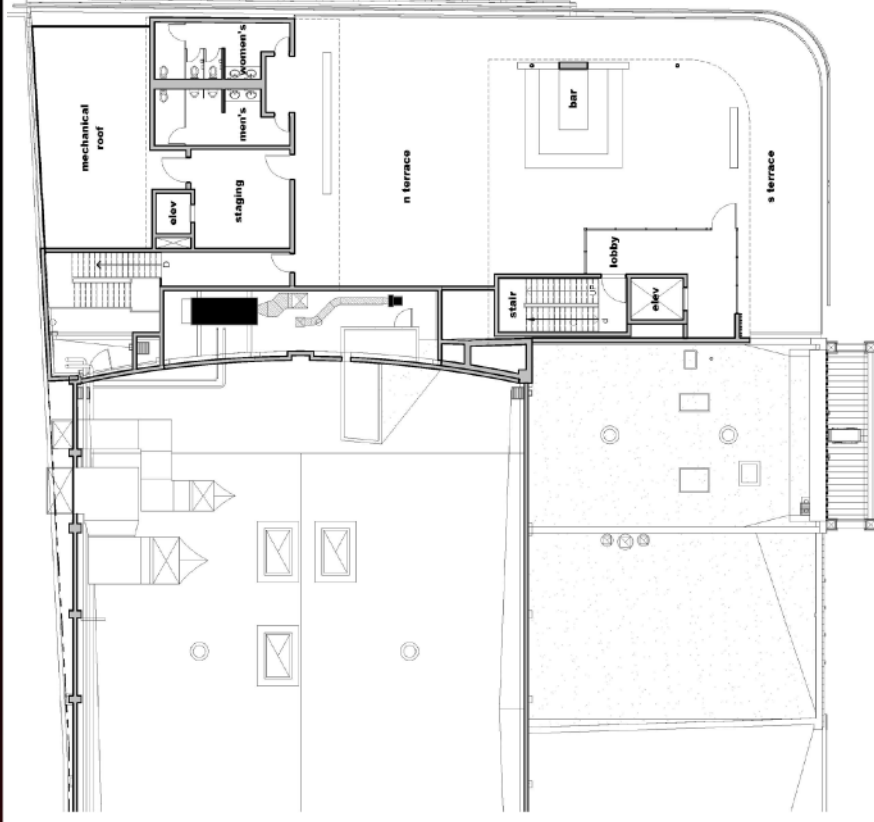


Swaim Associates Ltd Architects AIA

FOX



Rooftop Level

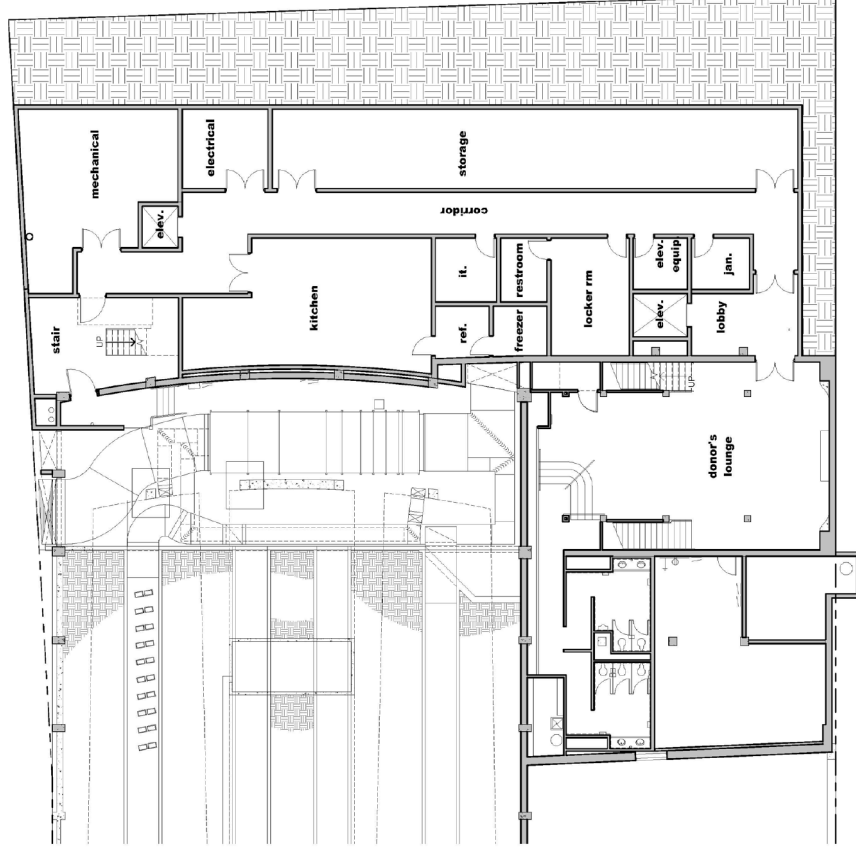


Swaim Associates Ltd Architects AIA

FOX



Lower Level



Swaim Associates Ltd Architects AIA

FOX



CONCEPT RENDERING NIGHT
FOX TUCSON THEATRE AROUND THE
CORNER EXPANSION PROJECT



Swaim Associates Ltd Architects AIA

AROUND THE CORNER EXPANSION PRELIMINARY BUDGET

Budget Item	Property & Building	Planning, Technical, FFE	Campaign & Financing	Total Project Budget
Property Acquisition - immediate phase 1	2,740,000			2,740,000
Construction - est. \$500/sq ft	9,700,000			9,700,000
Stone Ave Storefronts Preservation & Fox Integration	1,500,000			1,500,000
Architectural, Engineering, Technical		1,269,000		1,269,000
Marquee, FFE, & IT		950,000		950,000
Capital Campaign & Pledge Attrition			1,515,000	1,515,000
Building Reserve, New Ops & Other			1,250,000	1,250,000
Contingency	1,120,000	221,000	83,500	1,424,500
Financing			658,500	658,500
TOTAL EXPANSION BUDGET	15,060,000	2,440,000	3,507,000	21,007,000



SECURING THE FOX LEGACY FOR THE LONG-TERM

TRIPLE BOTTOM LINE

Return on Mission

Return on Vision

Return on Investment



OPERATING FEASIBILITY & IMPACT ANALYSIS MAJOR FINDINGS

Methodology

- *Operating Feasibility and Economic Impact Study conducted by Johnson Consulting*
- *Market, comparable facilities, demographic and economic characteristics analysis*
- *Local stakeholder meetings and interviews*
- *Market performance projections created in terms of demand, operations, and economic impact.*

Combined with the historic Fox, proposed new space creates a signature, distinctive venue in the downtown Tucson core.

Provides the types of flexible spaces being developed by industry leading performing arts organizations nationwide.

Expanded operation will substantially grow Fox annual net revenue, and more than double local economic impact.

Dramatic increases projected in number of patrons, diversity of user groups, and varied artistic program opportunities.

High demand downtown destination and a best-in-class arts and culture facility at a national level.



FOX

ACTIVITIES & EARNED REVENUE GROWTH PROJECTIONS

	2019 Base Year	Year 1	Year 2	Year 3	% Growth
Annual Attendance	86,800	125,500	143,000	164,300	89%
Days of Use	132	198	264	319	141%
Ticket Sales (non-taxable)	\$2,853,000	\$3,406,000	\$3,615,000	\$3,840,000	35%
Rental Fees (county, city taxable)	\$200,000	\$617,000	\$930,000	\$1,043,000	422%
Food, Beverage, Catering & Retail (state, county, city taxable)	\$301,000	\$1,406,000	\$2,115,000	\$3,165,000	951%
Net Operating Revenue	\$75,000	\$170,000	\$407,000	\$679,000	805%
Annual Sales Taxes Generated	\$32,400	\$142,000	\$213,000	\$308,000	850%
ANNUAL LOCAL ECONOMIC IMPACT*	\$5,474,000	\$8,496,000	\$10,153,000	\$12,062,000	120%

The expanded facility is projected to dramatically increase use of the treasured, iconic Fox Tucson by a wider diversity of patrons, introduce high quality food and beverage, as well as event and catering services on-site, and result in improved bottom line for the Fox, as well as the broader local economy.

*includes gross revenue generated on site, plus direct attributable spending of attendees; does not include institutional spending in local economy.

FOX



YES, WE CAN! THE CONDITIONS ARE SET FOR SUCCESS

Visionary Board & Staff
Leadership

Expert Partners

Organizational Health &
Momentum



TUCSON THEATRE

FUNDRAISING FEASIBILITY STUDY MAJOR FINDINGS

Methodology

- 40 donor interviews to share project and determine giving propensity
- Data analysis of 1,293 Fox donors
- Campaign Feasibility Study (in progress)
by Alexander/Carrillo Consulting

Overwhelming majority (95%) approve of project, feel it is a next important step in downtown development, and say they will support the campaign financially.

Donors state they will be motivated by strong Rio Nuevo commitment and have indicated proportionate private investment.

Sufficient prospective donors identified, through interviews and data analysis, to complete \$20 million campaign over three-five years.

Data analysis shows tremendous opportunity to grow support among already engaged patrons.
Fox has 1 to 17 “opportunity gap” versus average nonprofit at 1 to 7.

“This is transformational.”

Interviewees believe in the power of public-private investment on a project such as this.



FOX

DONOR PROSPECTS IDENTIFIED BASED ON WEALTH AND PROPENSITY TO GIVE

*A big, bold and entirely
achievable vision.*

Gift Amount	# Gifts Needed	# Donors Identified through Data Analysis	# Donors Identified in interviews
\$1,000,000+	4	24	2
\$500,000-999,999	7	30	2
\$250,000-499,999	6	29	2
\$100,000-249,999	8	152	2
\$50,000-99,999	36	130	5
\$10,000-49,999	66	578	12
\$1,000-9,999	86	306	7



FOX



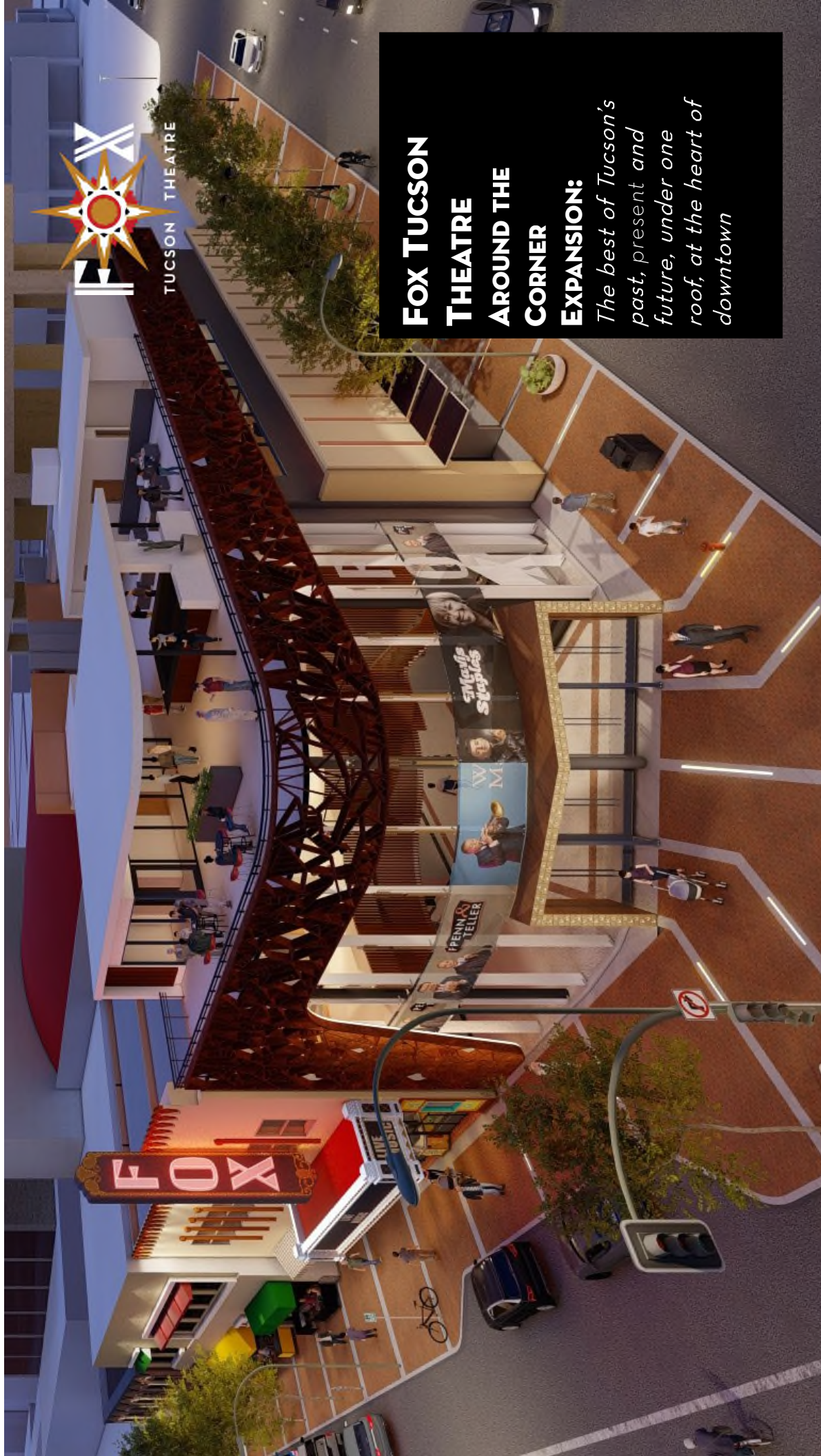
A FOX FOR THE NEXT GENERATION AND BEYOND IS JUST AROUND THE CORNER

Highest & Best Use for key corner at
west end of Congress

Time is Now or Never

Legacy reinvestment in one of
Tucson's most iconic places





FOX TUCSON THEATRE AROUND THE CORNER EXPANSION:

*The best of Tucson's
past, present and
future, under one
roof, at the heart of
downtown*

EXHIBIT C
SPECIAL WARRANTY DEED



SEQUENCE: 20223560586

No. Pages: 11

12/22/2022 3:57 PM



GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: JMM(e-recording)

RECORDED AT THE REQUEST OF FIDELITY

When recorded return to:
Timothy M. Medcoff, Esq.
Farhang & Medcoff, PLLC
100 South Church Avenue
Suite 100
Tucson, Arizona 85701

No Affidavit Required
Pursuant to A.R.S.
§ 11-1134(A)(3)

20001810 RES

SPECIAL WARRANTY DEED

For the consideration of One Hundred Dollars (\$100.00) and other valuable considerations, the undersigned, RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a political subdivision of the State of Arizona ("Grantor"), does hereby convey and grant unto FOX TUCSON THEATRE FOUNDATION, an Arizona nonprofit corporation ("Grantee") the following described real property situated in Pima County, Arizona, together with all appurtenant benefits, rights, and privileges appurtenant thereto (collectively, the "Property"):

See Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT TO: current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, restrictions, encumbrances, liens, obligations, and liabilities as may appear of record and all matters which an accurate survey of the Property or a physical inspection would disclose.

GRANTOR binds itself and its successors to warrant and defend the title, solely against all acts of Grantor and no other, subject to the matters above set forth.

[NOTARY AND SIGNATURES FOLLOW]

00918509.1

PSA - Exhibit C

Page 1 of 3

DATED: December 21, 2022

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

By: _____
Name: Fletcher McCusker
Its: Executive Officer

By: Edmund Marquez
Name: Edmund Marquez
Its: Executive Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of December 2022, by
Fletcher McCusker and Edmund Marquez, each as duly authorized executives of RIO NUEVO
MULTIPURPOSE FACILITIES DISTRICT, a political subdivision of the State of Arizona.
This document was signed and notarized online using two-way audio and video recording technology *or in person.*

Jane Cebula

Notary Public

My commission expires on: Nov 1, 2023

NOTARY SEAL:

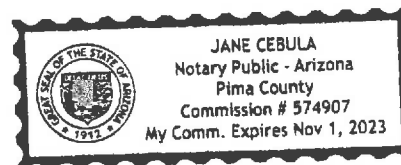


EXHIBIT A
LEGAL DESCRIPTION

00918509.1

PSA - Exhibit C

Page 3 of 3

Escrow No. **20001810-020-RES**

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Parcel I:

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 64.09 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 19.84 feet to the POINT OF BEGINNING;

THENCE South 83 degrees 07 minutes 47 seconds West a distance of 32.53 feet to a point;

THENCE North 07 degrees 02 minutes 46 seconds West a distance of 48.33 feet to a point;

THENCE South 82 degrees 39 minutes 12 seconds West a distance of 107.15 feet to a point;

THENCE North 09 degrees 45 minutes 49 seconds West a distance of 91.31 feet to a point;

THENCE North 81 degrees 11 minutes 21 seconds East a distance of 24.25 feet to a point;

THENCE South 07 degrees 39 minutes 30 seconds East a distance of 15.72 feet to a point;

THENCE North 82 degrees 52 minutes 35 seconds East a distance of 50.08 feet to a point;

THENCE North 79 degrees 53 minutes 10 seconds East a distance of 78.81 feet to a point;

THENCE South 10 degrees 07 minutes 24 seconds East a distance of 6.50 feet to a point;

THENCE South 79 degrees 52 minutes 36 seconds West a distance of 9.98 feet to a point;

THENCE South 07 degrees 18 minutes 46 seconds East a distance of 13.12 feet to a point;

THENCE South 82 degrees 41 minutes 14 seconds West a distance of 4.00 feet to a point;

THENCE South 11 degrees 57 minutes 03 seconds East a distance of 26.83 feet to a point;

THENCE South 10 degrees 00 minutes 05 seconds East a distance of 18.50 feet to a point;

THENCE South 04 degrees 09 minutes 32 seconds East a distance of 3.80 feet to a point;

THENCE South 10 degrees 41 minutes 22 seconds East a distance of 10.20 feet to a point;

THENCE South 07 degrees 49 minutes 28 seconds East a distance of 49.04 feet to the POINT OF TERMINATION.

Parcel II:

An overhead easement located 19 feet above the existing finish floor and extending 50 feet above the existing finish floor described as follows:

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 56.70 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 83.23 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 39 minutes 22 seconds West a distance of 8.73 feet to a point;

THENCE North 10 degrees 00 minutes 05 seconds West a distance of 18.50 feet to a point;

THENCE North 11 degrees 57 minutes 03 seconds West a distance of 26.83 feet to a point;

THENCE North 82 degrees 41 minutes 14 seconds East a distance of 4.00 feet to a point;

THENCE North 07 degrees 18 minutes 46 seconds West a distance of 1.28 feet to a point;

THENCE North 83 degrees 30 minutes 14 seconds East a distance of 8.15 feet to a point;

THENCE South 06 degrees 49 minutes 35 seconds East a distance of 46.09 feet to the POINT OF BEGINNING.

Parcel III:

A street level easement for pedestrian access and utilities over, upon and across all that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 61.09 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 48.55 feet to the POINT OF BEGINNING;

THENCE South 82 degrees 10 minutes 32 seconds West a distance of 3.49 feet to a point;

THENCE North 07 degrees 49 minutes 28 seconds West a distance of 20.38 feet to a point;

THENCE North 10 degrees 41 minutes 22 seconds West a distance of 10.20 feet to a point;

THENCE North 09 degrees 09 minutes 32 seconds West a distance of 3.80 feet to a point;

THENCE North 11 degrees 09 minutes 19 seconds West a distance of 45.33 feet to a point;

THENCE North 82 degrees 41 minutes 14 seconds East a distance of 4.00 feet to a point;

THENCE North 07 degrees 18 minutes 46 seconds West a distance of 13.12 feet to a point;

THENCE North 79 degrees 52 minutes 56 seconds East a distance of 9.98 feet to a point;

THENCE North 10 degrees 07 minutes 24 seconds West a distance of 6.50 feet to a point;

THENCE North 79 degrees 53 minutes 10 seconds East a distance of 43.24 feet to a point;

THENCE South 08 degrees 42 minutes 38 seconds East a distance of 3.56 feet to a point;

THENCE South 81 degrees 17 minutes 04 seconds West a distance of 34.70 feet to a point;

THENCE South 08 degrees 42 minutes 56 seconds East a distance of 10.00 feet to a point;

THENCE South 81 degrees 17 minutes 05 seconds West a distance of 15.00 feet to a point;

THENCE South 04 degrees 07 minutes 04 seconds East a distance of 32.47 feet to a point;

THENCE South 08 degrees 58 minutes 08 seconds East a distance of 52.80 feet to the POINT OF TERMINATION.

Parcel IV:

A street level easement for pedestrian access over, upon and across all that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly upon the North line of Congress Street, a distance of 12.74 feet;

THENCE continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 192.43 feet to a point;

THENCE North 06 degrees 51 minutes 21 seconds West a distance of 19.81 feet to the POINT OF BEGINNING;

THENCE South 83 degrees 07 minutes 47 seconds West a distance of 10.00 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 47.46 feet to a point;

THENCE North 82 degrees 39 minutes 12 seconds East a distance of 10.00 feet to a point;

THENCE South 08 degrees 38 minutes 44 seconds East a distance of 47.55 feet to the POINT OF TERMINATION.

PARCEL B:

Parcel 1:

All that portion of Lot 9, Block 196 of the CITY OF TUCSON, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70, described as follows:

COMMENCING at the Southwest corner of Lot 9;

thence Northerly along the West boundary of said Lot 9, a distance of 29.5 feet to the TRUE POINT OF BEGINNING;

thence Northerly along the West boundary line of said Lot 9, a distance of 24.66 feet;

thence Easterly and parallel with the South boundary line of said Lot 9 to a point on the West boundary line of the property described in Deed recorded in Book 137 of Deeds, page 110;

thence Southerly and along the West boundary line of aforesaid property to a point which is 29.5 feet Northerly from the South boundary line of said Lot 9;

thence Westerly a distance of 83 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

All of Lot 8, Block 196 of the CITY OF TUCSON, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70;

EXCEPT that certain parcel of land seven feet square at the Northeast corner of Lot 8, described as follows:

BEGINNING at the Northeast corner of said Lot 8;

thence Westerly along the North line of said Lot 8, a distance of 7 feet;

thence Southerly and parallel with the East line of Lot 8, a distance of 7 feet;

thence Easterly and parallel with the North line of Lot 8, a distance of 7 feet;

thence Northerly a distance of 7 feet to the POINT OF BEGINNING.

Parcel 4:

That portion of Lot 9 in Block 196 of City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70 thereof, described as follows:

BEGINNING at the Southwest corner of Lot 9; thence Northerly along the West boundary thereof a distance of 54.16 feet to the POINT OF BEGINNING:

thence Easterly and parallel with the South boundary line of Lot 9 to the West boundary of that portion of Lot 9 conveyed to Lyric Realty Company by Deed recorded in Book 137 of Deeds, page 110;

thence Northerly along the Westerly boundary line of said property to the Northwest corner of said property and being on the North line of Lot 9;

thence Westerly along the Northerly line of Lot 9 to the Northwest corner thereof;

thence Southerly along the Westerly line of Lot 9 to the POINT OF BEGINNING.

PARCEL C:

(Kitchen Parcel)

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at page 70 thereof, and of that certain strip lying between the original South line of said Block and the North line of Congress Street, described as follows:

BEGINNING at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

THENCE Westerly along the North line of Congress Street, a distance of 118 feet, to the Southeast corner of parcel described in Book 34 of Deeds at page 848, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly to a point on a Southerly line of that certain parcel conveyed to Fox Tucson Theatre Foundation by Deed recorded in Docket 11476 at page 4594;

THENCE Westerly along said Southerly line, North 82 degrees 39 minutes 12 seconds West, a distance of 28.73 feet to a Southwest corner of said Fox Tucson Theatre Foundation parcel;

THENCE South 07 degrees 02 minutes 46 seconds East, along a Westerly line of said Fox Tucson Theatre Foundation parcel, a distance of 48.33 feet to a point on the North line of Congress Street;

Thence Easterly, along the North line of Congress Street, to the TRUE POINT OF BEGINNING.