

**PURCHASE AND SALE AGREEMENT
AND
ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is entered into effective as of November _____, 2024, by and between Redevco Solutions, LLC a Wyoming limited liability company and/or its assignee (“Buyer”) and the City of Maricopa, an Arizona municipal corporation (“Seller”), on the following terms and conditions:

1. Sale and Purchase. On the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller approximately 116.06 acres of the real property in Maricopa, Pinal County, Arizona, Assessor Parcel No. 51049002B and legally described and depicted on Exhibit A, together with all of Seller’s rights, title and interest in and to any improvements located thereon; (a) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, water rights and air rights; (b) all oil, gas, and mineral rights; and (c) any other rights or privileges appurtenant to such real property (collectively, the “Property”). Buyer and Seller hereby specifically acknowledge and agree that the Property does not include the well located on the Property owned by the Seller and registered with the Arizona Department of Water Resources as registration number 55-612705.

2. Escrow and Title Company. The Seller and Buyer shall open an escrow (“Escrow”) with First American Title Insurance Company, 422 W. Kortsen Road, Suite 101, Casa Grande, Arizona 85122, Attn: LaTisha Sopha (“Title Company”) to facilitate the consummation of the sale of the Property. This Agreement shall also serve as escrow instructions to Title Company. The Seller and Buyer shall provide additional instructions reasonably requested by Title Company in connection with opening the Escrow or otherwise facilitating the consummation of the sale of the Property, not inconsistent with the terms of this Agreement. In the event of any conflict or inconsistency between any additional Escrow Instructions requested by Title Company and this Agreement, the provisions of this Agreement shall prevail.

3. Purchase Price; Earnest Money; Waiver of Contingency Deposit Payment.

3.01 Purchase Price. The purchase price (“Purchase Price”) to be paid by Buyer for the Property shall be Eleven Million Nine Hundred Forty-Three Thousand Seven Hundred Ninety-Two and 60/100 US Dollars (\$11,943,792.60), which represents \$2.3625 per square foot multiplied by 5,055,573.6 square feet. In the event the Property is calculated at more or less than 116.06 acres in the Survey (defined in Section 5.03), the Purchase Price shall be adjusted accordingly based on the actual square footage of the Property, multiplied by \$2.3625 per square foot to establish the final purchase price for the Property.

The Purchase Price shall be paid in cash or certified funds as follows:

(a) Payment of Five Thousand and 00/100 US Dollars (\$5,000.00) Earnest Money as set forth in Section 3.02. Notwithstanding anything to the contrary set forth in this Agreement, within five (5) days after Title Company receives the Earnest Money, Title Company shall release One Hundred Dollars (\$100.00) thereof (the “Independent Contract Consideration”) to Seller as independent consideration for Seller’s grant to Buyer of Buyer’s exclusive right to purchase the Property pursuant to the terms hereof and the Seller’s execution, delivery and performance of this Agreement.

(b) This Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is non-refundable under any circumstances, and shall be retained by Seller notwithstanding any other provisions of this Agreement in consideration of the rights and options granted by Seller under this Agreement.

(c) Upon the Buyer's waiver of its political, fiscal and environmental viability of the Property during the Investigation Period (as defined in Section 6.02(b)), the Buyer will make a payment of the Waiver of Contingency Deposit into Escrow as set forth in the separate Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller dated September 17, 2024 for approximately 563.94 acres ("Waiver of Contingency Deposit").

(d) Balance of Purchase Price. Not later than one (1) business day prior to the Closing Date, Buyer shall deliver into Escrow the balance of the Purchase Price, together with Buyer's share of all escrow costs and closing expenses as set forth in this Agreement ("Closing Payment").

3.02 Earnest Money. On the Opening of Escrow (as defined in Section 4.01), Buyer shall deposit with the Title Company the amount of Five Thousand and No/100 US Dollars (\$5,000.00) ("Earnest Money"). The Earnest Money shall become non-refundable to Buyer upon the Buyer's waiver of its contingencies ("Waiver of Contingency Notice") which shall be submitted prior to the expiration of the Investigation Period (as defined in Section 6.02(b)), except as otherwise provided in this Agreement.

If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money and the Waiver of Contingency Deposit shall be credited toward the Purchase Price at Closing.

If the transaction is not so consummated, unless otherwise specifically set forth in this Agreement, the Earnest Money and Waiver of Contingency Deposit shall be distributed as follows:

(a) If Buyer elects to terminate this Agreement pursuant to Section 6.02(b) prior to the Investigation Period, the Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement.

(b) If Buyer elects to terminate this Agreement pursuant to Section 6.02(b) after the expiration of the Investigation Period but prior to the expiration of the Planning Period, the Title Company shall (i) deliver the Earnest Money to Seller without further notice to or from the Buyer and (ii) deliver the Waiver of Contingency Deposit to Buyer without further notice to or from the Seller. Neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement.

(c) If Buyer elects to terminate this Agreement pursuant to Section 6.02(b) after obtaining the Approvals and Permits, the Title Company shall deliver the Earnest Money and the Waiver of Contingency Deposit to Seller without further notice to or from the Buyer and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement.

4. Escrow Opening and Closing.

4.01 Opening of Escrow. The Title Company shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been opened as of such date ("Opening of Escrow"), which date shall be the date at which Title Company is in possession of a fully executed Agreement and the Earnest Money. The Title Company shall provide a copy of the fully executed Agreement to the Seller and Buyer within five (5) days of the Opening of Escrow.

4.02 Closing. The closing of this transaction and escrow (the "Closing" or "Close of Escrow") shall occur on or before sixty (60) days after the expiration of the Feasibility Period (as defined in Section 6.02(b)), unless otherwise agreed to in writing by both parties.

5. Title

5.01 Status of Title. Within five (5) days after Opening of Escrow, or as soon thereafter as possible, Title Company shall provide Buyer and Seller with a current commitment for title insurance (the "Title Commitment") for the Property, disclosing all matters of record and other matters of which Title Company has knowledge which relate to the title to the Property, and a legible copy of each of the instruments and documents referred to in the Title Commitment, including copies of all exception documents, with all exceptions plotted and colored on the parcel map(s). The Title Commitment shall include Title Company's requirements for Closing and issuing its title policy. Seller shall satisfy those requirements of Seller requiring a release of consensual monetary encumbrances on or before the Closing.

Buyer shall have sixty (60) days after receipt of the Title Commitment and copies of all instruments and documents referred to in the Title Commitment, and after the receipt of any amendment thereto and copies of all instruments and documents referred to therein, to object in writing to Seller to any matter shown thereon. If Buyer fails to object within said period, the condition of title to the Property shall be deemed approved. If Buyer timely objects to any matter disclosed by the Title Commitment or any amendment thereto, the Seller may, but is not obligated, to use reasonable efforts to cure such objection(s) within fifteen (15) days thereafter.

If, within such 15-day period, the Seller is unsuccessful or responds that it cannot or is unwilling to cure Buyer's objection(s), Buyer shall have five (5) days following notice from the Seller of its inability or unwillingness to cure in which Buyer shall elect by delivering written notice to the Seller and Title Company either to (a) waive its objection(s); or (b) terminate this Agreement.

If Buyer elects to terminate this Agreement, Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement.

Failure by Buyer to make a timely election shall constitute an election to terminate this Agreement. Failure by the Seller to give any notice shall constitute the Seller's election not to cure. Notwithstanding anything else stated herein, in all events, regardless of whether Buyer has given notice of objection as stated above, the Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence at the time of execution of this Agreement or incurred by the Seller on or before Closing hereunder (other than current taxes not yet due). Any title exceptions which have not been objected to or waived by Buyer shall be called "Permitted Title Exceptions."

5.02 Title Policy. At Closing, Title Company shall furnish to Buyer an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price for the Property insuring Buyer's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies and those matters approved by Buyer pursuant to Section 5.01. The Seller shall pay the premium for a standard coverage owner's policy and Buyer shall pay the difference in premium cost between an ALTA extended coverage and a standard owner's policy and the cost of any endorsements requested by Buyer.

5.03 Title Reports and Surveys. As soon as reasonably possible after the Opening of Escrow and as a condition by the Seller to establish the commencement date of the Feasibility Period, the Seller shall provide the Title Reports and the ALTA and topographical surveys to establish the legal description and square footage of the Property to the Buyer (the "Commencement Date"). Buyer shall have until the end of the Feasibility Period, including the Extension Periods to obtain the Approvals and Permits.

6. Preliminary Due Diligence; Examination of Property.

6.01 Preliminary Due Diligence. Within five (5) days after the Opening of Escrow, or as soon thereafter as possible, Seller shall provide to Buyer the following information (the "Property Information") to the extent that the Property Information is in the Seller's possession and control, except for the Title Reports and ALTA and topographical surveys which the Seller shall deliver, ALTA surveys including existing cross-access easements, drainage easements, ditch easements and/or utility easements/agreements, title reports, flood zone status/Elevation Certificate, proof of legal access, septic system reports and permits, well documentation current and grandfathered water rights, Phase 1 Environmental Site Studies or reports or any other environmental studies or approvals related to current or past operations on the of which the Seller has knowledge, soil and archeological studies, tax information, Seller's Property Disclosure Statement, list of mechanical equipment or other ancillary assets that will stay with the Property, Seller's corporate information and other information Seller may have in its possession concerning the Property ("Preliminary Items of Due Diligence"). Buyer hereby acknowledges that the Seller previously provided the Buyer with the Phase 1 Environmental Site Studies that are in Seller's possession or control and Seller is under no obligation to produce these documents again.

The Seller makes no representation or warranty whatsoever regarding the Property Information, except that the Seller has no actual knowledge of any incorrect information contained therein (and such representation is made without investigation or review by the Seller of the Property Information). The Seller nor any of its respective officers, directors, employees, attorneys, engineers, agents or representatives shall be deemed to make or have made any representation or warranty as to the adequacy, validity, accuracy, fitness for a particular purpose or completeness of the Property Information, and neither Seller nor any of its officers, directors, employees, attorneys, engineers, agents or representatives shall have any liability resulting from the use of or reliance on the Property Information. If this transaction does not close for any reason, Buyer shall not use any Property Information provided to Buyer and shall return the same and any copies thereof to the Seller.

Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement or any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement or any document executed by Seller and delivered to Buyer at Closing, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or

implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same.

By failing to terminate this Agreement prior to the expiration of the Feasibility Period, as may be extended pursuant to Section 6.02(b), Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement.

Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement. Buyer waives any and all rights or remedies it may have or be entitled to against Seller, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

6.02 Examination of Property.

(a) Upon making prior arrangements with the Seller, Buyer, its agents or employees may enter upon the Property for the purposes of inspecting the Property, conducting environmental, soil, engineering, structural and other tests as Buyer may deem necessary. Buyer shall restore the affected portion of the Property to its condition prior to the performance of such studies or inspections. Buyer agrees to indemnify, defend and hold the Seller harmless for, from and against any liability and/or damages caused by Buyer in exercising the foregoing license (unless arising from Seller's gross negligence or willful misconduct), including, but not limited to any and all costs, expenses and attorneys' fees, through all mediation, arbitration, trial and appellate proceedings, and agrees that this obligation to indemnify shall survive any termination of this Agreement and the Close of Escrow. All expenses incurred in connection with the exercise of such license by Buyer shall be the responsibility of Buyer.

(b) The period between the Commencement Date and the last date on which Buyer may terminate this Agreement in accordance with the provisions of this Section 6.02(b), including the Extension Periods, is herein called the feasibility period ("Feasibility Period"). In no event will the Feasibility Period exceed twenty-four (24) months after the Commencement Date. Once the Seller has delivered the Title Reports and ALTA and topographical surveys to the Buyer, the parties shall memorialize that date as the Commencement Date of this Agreement.

Buyer shall have four (4) months after the Commencement Date to ascertain the political, fiscal and environmental viability of the Property (“Investigation Period”). Prior to the expiration of the Investigation Period, the Buyer will determine whether to make the Waiver of Contingency Deposit into Escrow or to terminate this Agreement.

If the Waiver of Contingency Deposit is made by the Buyer, then the Buyer will have eight (8) months from the date of the Waiver of Contingency Deposit to secure certain approvals and permits (the “Planning Period”). Such approvals and permits to be secured during the Planning Period shall include (a) the master plan approvals from Seller, (b) the will-serve letters for water, sewer, electricity (50 MW’s minimum), gas and fiber optics as needed for the Property, (c) approval by Union Pacific Railroad (UPR) to access the main rail line into the Property, (d) a grading permit from Seller for the Property, and (e) approval of Seller to submit an initial application to designate the Property as a Foreign Trade Zone and (f) to secure the Planned Area Development zoning from the City of Maricopa for the Property with permitted uses and development standards that are acceptable to the Buyer (collectively, the “Approvals and Permits”).

If the Approvals and Permits are not completed within the Planning Period despite the Buyer using reasonable efforts to provide the requisite information to the Seller, UPR and the utility providers, Seller will grant the Buyer up to two (2) 6-month extension periods of the Planning Period (each an “Extension Period” and collectively the “Extension Periods”) to secure the Approvals and Permits.

To exercise the initial Extension Period, the Buyer must issue the Initial Extension Period Notice to the Seller and deposit additional Earnest Money as set forth in the separate Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller dated September 17, 2024 for approximately 563.94 acres.

To exercise the second Extension Period, the Buyer must issue a Second Extension Period Notice to the Seller and deposit additional Earnest Money as set forth in the separate Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller dated September 17, 2024 for approximately 563.94 acres.

Notwithstanding any provisions herein to the contrary, Buyer has the sole right to terminate this Agreement, for any reason, by delivering written notice of such termination to the Seller and Title Company on or before the expiration of the Feasibility Period. If Buyer elects to terminate this Agreement pursuant to this Section 6.02(b), the Title Company shall deliver the Earnest and Waiver of Contingency Deposit as set forth in Section 3.02.

7. Representations and Warranties.

7.01 Seller’s Representations and Warranties. The Seller makes the following representations and warranties, all of which shall be true and correct at the Closing and which shall survive Closing:

(a) To the Seller’s actual knowledge, and except as reflected in the Title Documents, there are no claims, actions, suits, or other proceedings pending or threatened or any governmental department or agency or any other corporation, partnership, entity or person whomsoever, nor any voluntary actions or proceedings contemplated by the Seller, which in any manner or to any extent may detrimentally affect Buyer’s right, title or interest in and to the Property, or the Seller’s ability to perform the Seller’s obligations under this Agreement.

(b) The Seller has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individuals executing this Agreement and all documents delivered pursuant to this Agreement on behalf of the Seller are authorized to do so.

(c) To the Seller's actual knowledge, and except as reflected in the Title Documents, there are no agreements, commitments or understandings by or between the Seller and any third party pursuant to which the Seller or its successors in interest are required to convey, dedicate, sell or transfer any part of the Property or to grant any easement, water right, right-of-way, road or license in respect to any part of the Property.

(d) To the Seller's actual knowledge, the Seller has not received any notices and the Seller is not otherwise aware that the Property was not or is not in compliance with all federal, state of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace (collectively "Environmental Laws"). To the Seller's actual knowledge there has been no production, storage, transport, release, spillage or disposal upon the Property of any hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws.

(e) To the Seller's actual knowledge, there is no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and the Seller has no knowledge that any such proceeding is presently contemplated.

(f) This Agreement and all documents required hereby to be executed by the Seller are and shall be valid, legally binding obligations of, and enforceable against the Seller, in accordance with their terms.

(g) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

(h) Without limiting the generality of the foregoing, Seller hereby covenants and agrees that during the Feasibility Period, Seller shall ensure that none of their respective affiliates, officers, directors, members, managers, equity holders, employees and representatives shall, either directly or indirectly, initiate, solicit or encourage any inquiries or the making of any proposal or offer with respect to, enter into or continue any discussions with respect to, or enter into any agreement or transaction relating to, any sale or other transfer (regardless of the form such sale or transfer may take and regardless of whether such sale or transfer is by operation of law or otherwise), of the Property.

(i) Except as otherwise expressly set forth in this Agreement and the Deed, neither the Seller nor its officers, employees, agents, representatives, attorneys or contractors (collectively "Seller's Parties") have made any representations, guaranties, promises, assurances or warranties, express or implied, to Buyer including, without limitation, any pertaining to the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Buyer's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any past, present or future matter whatsoever.

The Seller acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in the condition described in Section 6.01. Buyer acknowledges that it will have the opportunity to inspect the Property during the Feasibility Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and the Property and adjacent areas as Buyer deems necessary.

The Buyer, by closing this this transaction, will be deemed to have hereby released and discharged Seller from all responsibility and liability, including without limitation, liabilities and responsibilities for matters relating to the physical, environmental or legal compliance status of the Property, under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (“**CERCLA**”), regarding the condition, valuation, salability, rentability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property), provided Seller is not responsible for such liability and did not breach any representation or warranty contained herein. Buyer further hereby waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property.

Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation. For purposes hereof, “**Hazardous Materials**” means “Hazardous Material,” “Hazardous Substance,” “Pollutant or Contaminant,” and “Petroleum” and “Natural Gas Liquids,” as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

As used herein, the phrase Seller’s actual knowledge means the actual (not imputed) knowledge of the current City Manager of the City of Maricopa, without undertaking any inquiry or investigation whatsoever into the veracity of the representation made, and without reviewing Seller’s files or records for purposes of making the representations. In no event shall the City Manager have any individual liability whatsoever with respect to this Agreement.

7.02 Buyer’s Representations and Warranties. Buyer represents and warrants to the Seller:

(a) Buyer has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individual executing this Agreement on behalf of Buyer is authorized to do so.

(b) This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer, in accordance with their terms.

(c) Buyer acknowledges and agrees that with the aid of independent expert advice it will have had an opportunity to satisfy, prior to the expiration of the Feasibility Period, itself regarding the condition of the Property, and that the Property will be purchased **"AS IS AND WITH ALL FAULTS"**.

The Buyer acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in its then-present condition.

8. Remedies.

8.01 Seller's Remedies. In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except due to the Seller's default or failure to perform its obligations hereunder, the Seller shall be entitled as its sole remedy to terminate this Agreement and Title Company shall deliver to the Seller the Earnest Money and the Waiver of Contingency Deposit, if previously made by the Buyer, as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. The Seller and Buyer agree that the Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the amount of the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain. Nothing in this Section shall limit the Seller's right to recover attorneys' fees under Section 8.03 below.

8.02 Buyer's Remedies. If the Seller (1) fails to perform any of its obligations under this Agreement prior to the Closing for any reason other than the default of Buyer or the termination of this Agreement (and such failure continues for a period of ten (10) days following written notice to the Seller), or (2) breaches a representation and warranty, then the Seller shall be in default under this Agreement and, as Buyer's sole and exclusive remedy, Buyer may elect to: (i) waive the default and proceed to close this transaction and the Escrow; or (ii) pursue specific performance of this Agreement; or (iii) terminate this Agreement and receive the Earnest Money and the Waiver of Contingency Deposit, if previously made by Buyer, from the Title Company; provided, however, if specific performance is unavailable because of the affirmative or intentional acts or omissions of the Seller, Buyer may bring suit for damages as a result of the Seller's default hereunder. As a condition precedent to Buyer's right to pursue specific performance under section (ii) above, Buyer shall (a) not be in default under this Agreement; and (b) file suit therefore in the Superior Court of Arizona in Pinal County, Arizona on or before 5:00 pm MST on or before the date that is sixty (60) days immediately following the scheduled Closing Date. Nothing in this Section shall limit Buyer's right to recover attorneys' fees under Section 8.03 below.

8.03 Attorneys' Fees. In the event either party hereto is required to employ an attorney because of the other party's default, then the defaulting party shall pay the non-defaulting party's reasonable attorneys' fees and other related legal costs incurred in the enforcement of this Agreement.

8.04 Waiver. Seller and Buyer waive the right to pursue consequential or punitive damages against the other.

8.05 The City of Maricopa will work with the Project Developer to use its best efforts to have the Property designated as a "Foreign Trade Zone." During the escrow period of this Agreement, the City of Maricopa will use its best efforts to sign a "no-cost" resolution to act as the

“sponsor” or the “designated grantee” which allows the Buyer and its consultant, UI, to seek Federal and/or State grants and loans for Buyer’s Master Plan development, the SMARTRail Park and the Maricopa Living Community. Should the City of Maricopa act as the “designated grantee” for these grants and loans secured by the Buyer, these grants and loans will contain administrative costs which will be paid to the City of Maricopa for its administrative costs related to these grants and/or loans.

9. Conditions Precedent to the Seller’s Obligations. The obligations of the Seller under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by the Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to the Seller by Buyer under this Agreement shall be true and correct as of the Closing.

(b) Buyer shall have performed and complied with all obligations of Buyer required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) All documents required to be delivered by Buyer on or prior to the Closing shall have been properly executed by Buyer and delivered to Escrow Agent or the Seller in form and substance reasonably satisfactory to Seller.

10. Conditions Precedent to Buyer’s Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by Buyer:

(a) All representations and warranties made by the Seller in this Agreement and in any written statement delivered to Buyer by the Seller under this Agreement shall be true and correct as of the Closing.

(b) The Seller shall have performed and complied with all its respective obligations required by this Agreement to be performed or complied with by it on or prior to the Closing.

(c) All documents required to be delivered by the Seller on or prior to the Closing shall have been properly executed by the Seller and delivered to Escrow Agent or Buyer in form and substance reasonably satisfactory to Buyer.

(d) Title Company shall have irrevocably committed to issue the Title Policy, subject only to the Permitted Exceptions, approved by Buyer, in the amount of the Purchase Price.

(e) Title Company shall have irrevocably committed to issue to Buyer’s lender an ALTA lender’s policy of title insurance issued by Title Company without regional exceptions insuring that the Deed of Trust creates a first priority lien against the Property in favor of Buyer’s lender.

(f) There shall not have been any material adverse change in the condition of the Property (or any portion thereof) from the condition of the Property as it existed at the expiration of the Feasibility Period. Without limiting the generality of the foregoing, the discovery by and/or disclosure to either party, following the expiration of the Feasibility Period, that the Property is or has become contaminated with Hazardous Substances shall constitute a material adverse change in the condition of the Property.

Agreement. (g) Seller shall not have terminated this Agreement pursuant to the terms of this Agreement.

11. Closing.

11.01 Closing Matters.

(a) At Closing, the Seller shall execute, deliver and acknowledge the following documents:

(i) A general warranty deed ("Deed") conveying the Property, subject only to ad valorem taxes for the year of closing and applicable Permitted Title Exceptions;

(ii) An affidavit, signed and acknowledged by the Seller under penalties of perjury, certifying that the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and Section 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations;

(iii) An affidavit of property value as required by law; and

(iv) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for the Buyer.

(v) Notwithstanding anything to the contrary, at Closing, Seller shall remove and deliver the Property free and clear of any leases or 3rd party encumbrances, buildings, cattle sheds, cattle manure, concrete and piping on the Property.

(b) At Closing, Buyer shall:

(i) Deliver the Closing Payment to Title Company.

(ii) Execute and deliver an affidavit of property value as required by law.

(iii) Execute and deliver such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for Buyer or the Title Company.

(c) Title Company shall transfer the Closing Payment to the Seller by wire transfer upon the Close of Escrow.

(d) Possession and unencumbered, clean, and "lien-free" title of the Property shall be delivered to Buyer at Closing.

11.02 Taxes. At Closing, all taxes (real and personal), fees and assessments, if applicable, shall be prorated as of the date of the Closing in accordance with the prorations customarily used for commercial properties in the area of the Property.

11.03 Closing Costs. Escrow fees charged by Title Company shall be paid one-half (1/2) by the Seller and one-half (1/2) by Buyer. The Seller shall pay the premium chargeable for

a Standard's Owners Policy of Title Insurance and if Buyer desires to have ALTA Extended Coverage, then Buyer shall pay the incremental portion of the premium applicable to the extended coverage. The Seller shall pay the fee for recording the Deed. Except as otherwise provided in Section 8.03, each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction, which is the subject of this Agreement.

11.04 Advisory Fee.

At Closing, an Advisory Fee of 4.7619% of the Purchase Price (the "Advisory Fee") will be paid to the representative designated by Buyer. The Advisory Fee, which shall be paid out of Seller's proceeds from the Purchase Price, shall be wired directly to the bank account designated by Buyer prior to Closing.

With the exception of the Advisory Fee stated above, neither Seller nor Buyer have retained or engaged any other real estate broker, commission agent or any other person who is or may be entitled to payment of a commission or finder's fee or other compensation in connection with the transaction contemplated by this Agreement. Seller and Buyer shall indemnify, hold harmless and defend the other, its successors and assigns for, from and against any and all claims, demands, actions, costs and expenses, including reasonable attorney and accounting fees and court costs arising out of any claim by any real estate broker or other person claiming through the indemnifying party that such person is entitled to any commission or fee in connection with this transaction. The provisions of this Section 11.04 shall survive the Closing.

12. Condemnation and Risk of Loss.

12.01 Condemnation. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds.

In the event Buyer elects to terminate this Agreement under this Section 12.01, the Title Company shall forthwith return to Buyer the Earnest Money and the Waiver of Contingency Deposit and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Close of Escrow as provided in this Agreement.

12.02 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Close of Escrow shall be borne by the Seller. Buyer shall assume all risks of loss or damage to the Property and all liability to third persons upon the Close of Escrow.

13. Miscellaneous.

13.01 Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or facsimile transmission (facsimile transmission must include verification of transmission) or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: City of Maricopa
Attn: Ben Bitter, City Manager
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Email: benjamin.bitter@maricopa-az.gov

With copy to: Denis M. Fitzgibbons, City Attorney
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: denis@fitzgibbonslaw.com

With copy to: Tina Vannucci
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: tina@fitzgibbonslaw.com

To Buyer: Redevco Solutions, LLC
Attn: Jordan Gonzalez, Managing Member
11140 La Maida Street
North Hollywood, California, 91601
Email: jordan@redevcolcc.com

With copy to: Paul Gonzalez (949) 275-4816 (cell)
Email: paul@redevcolcc.com

With copy to: Tony Manos (310) 367-9619 (cell)
Email: anthonyjmanos@gmail.com

With copy to: Ruben Smith
Frost, Brown Todd Law Firm
1 MacArthur Pl, Santa Ana, CA 92707
(714) 852-6800 (office) (714) 679-4700 (cell)
Email: rsmith@FBTlaw.com

Escrow Agent: LaTisha Sopha
First American Title Insurance Company
442 W. Kortsen Road. Suite 101
Casa Grande, Arizona 85122
Fax No.: 520.426.4699
Email: tsopha@firstam.com

Buyer, the Seller or Escrow Agent may change its address for notice by giving notice in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only, and notices shall not be effective if provided orally or if sent only by e-mail.

13.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and the Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

13.03 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

13.04 Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

13.05 Entire Agreement. This Agreement, contains the entire agreement of the parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the parties and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

13.06 Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

13.07 Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

13.08 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided by facsimile or electronically scanned and shall be effective upon transmission to the other party hereto.

13.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

13.10 Governing Law; Venue. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

13.11 Dispute Resolution. In the event a dispute arises under this Agreement, Buyer and Seller agree that there shall be a thirty (30) day moratorium on litigation during which

time the Buyer and the Seller agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("AAA") but shall not be under the administration of the AAA unless agreed to by the Buyer and the Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and the Seller.

The matter in dispute shall be submitted to a mediator mutually selected by Buyer and the Seller. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Buyer and the Seller shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be paid by the non-prevailing party. The results of the mediation shall be nonbinding with either Buyer or the Seller free to initiate litigation upon the conclusion of the latter of the mediation or of the thirty (30) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq.

13.12 Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

13.13 Tax Reporting. Title Company, as the party responsible for Closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Title Company further agrees to indemnify and hold Buyer and Seller, and their respective attorneys and brokers, harmless from and against all claims, costs, liabilities, penalties, or expenses resulting from Title Company's failure to file the Tax Reports which Title Company is required to file pursuant to this paragraph.

13.14 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

13.16 Assignment. Buyer shall have the unilateral right to assign its rights under this Agreement to a third party of its choice who can fulfill the obligations of Buyer pursuant to this Agreement without the need for further consent of Seller.

13.17 Expenses. Unless otherwise specifically set forth herein, Seller and Buyer will pay its own costs and expenses (whether internal or out-of-pocket, and whether for legal, financial, technical or other consultants) in connection with the activities and transactions contemplated herein.

13.18 Confidentiality. All information of a confidential and/or proprietary nature disclosed by either party to the other party related to any development to occur on the Property shall be maintained in confidence by the receiving party under the terms and conditions of a separate Confidentiality Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, Buyer and the Seller have executed this Agreement effective as of the date first written above.

Seller:

CITY OF MARICOPA, a municipal corporation

By: _____
Its Nancy Smith, Mayor

Attest:

Approved as to form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
Denis M. Fitzgibbons
City Attorney

Buyer:

Redevco Solutions, LLC
A Wyoming limited liability company
Attn: Jordan Gonzalez, Managing Member

By: _____
Jordan Gonzalez, Manager

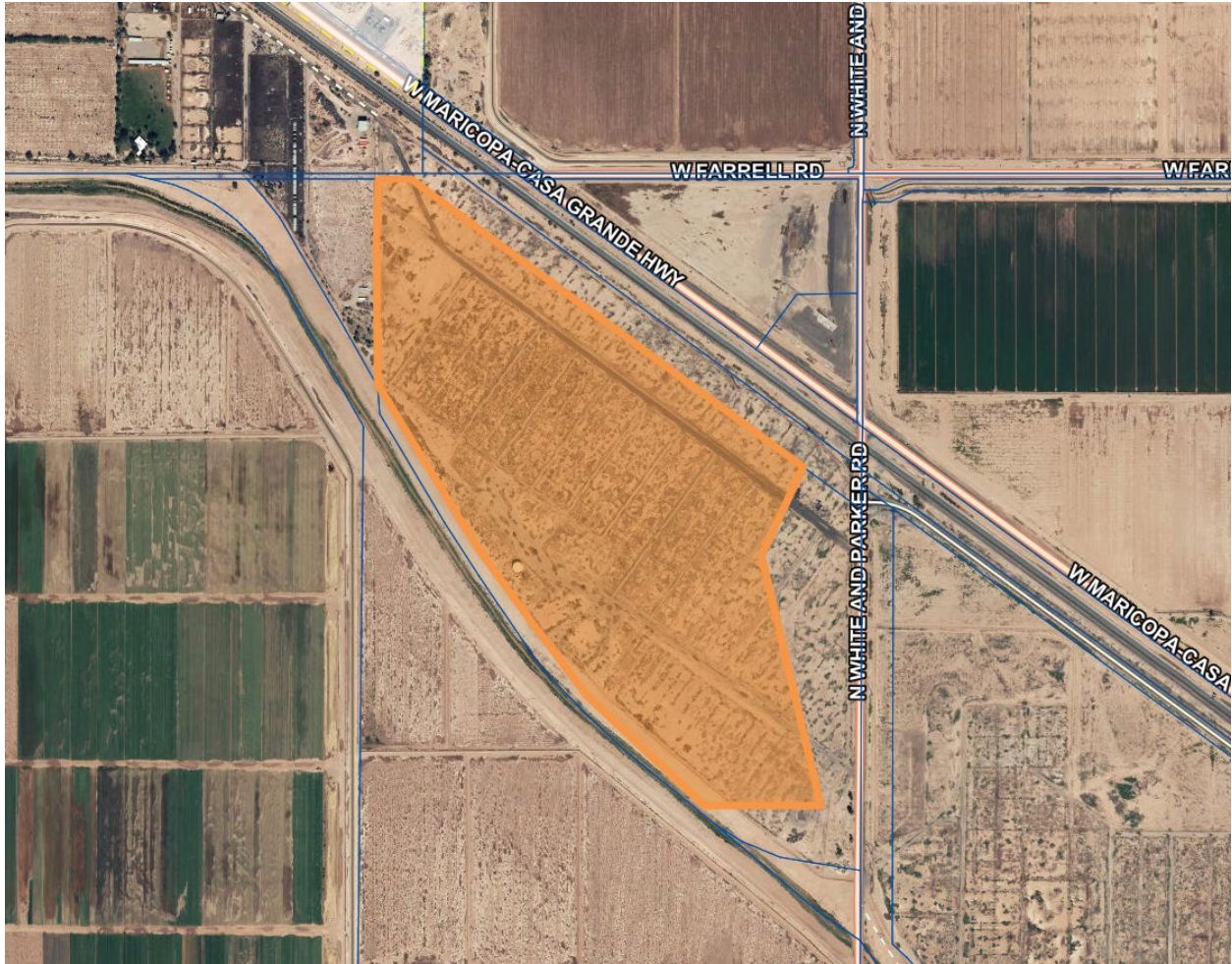
ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement on this ___ day of _____, and agrees to accept, hold, deliver and disburse the Earnest Money, together with all interest accrued thereon and received by the Title Company, strictly in accordance with the terms and provisions of this Agreement and without the necessity of further consent or instruction by Seller or Buyer. The Title Company is hereby designated as, and agrees to undertake the obligations of, the Reporting Person pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

By: _____
LaTisha Sopha
First American Title Insurance Company
422 W. Kortsen Road. Suite 101
Casa Grande, Arizona 85122

EXHIBIT A

Legal Description of the Property, to be provided by the Seller.



APN: 51049002B; size 116.06