

FACILITIES USE AGREEMENT

for

Sossaman Middle School

by and between

JMF-HIGLEY 2012 LLC, Grantor

and

HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, Grantee

Dated as of the 1st day of December, 2012

The interest of JMF-Higley 2012 LLC in this Facilities Use Agreement will be assigned to BOKF, NA (d/b/a Bank of Arizona), as trustee under the Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing between JMF-Higley 2012 LLC and BOKF, NA (d/b/a Bank of Arizona), as trustee, and is subject to the security interest of BOKF, NA (d/b/a Bank of Arizona), as trustee.

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FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT FOR SOSSAMAN MIDDLE SCHOOL (this "**Agreement**") dated as of December 1, 2012 (the "**Effective Date**"), by and among JMF-HIGLEY 2012 LLC, an Arizona limited liability company (the "**Foundation**") the sole member of which is The James Megellas Foundation, Inc., an Arizona nonprofit corporation, and HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (the "**District**").

RECITALS

WHEREAS, the District and the Developer as of October 2, 2012 entered into the Development Agreement under which the District selected the Developer, pursuant to Request for Proposal No. 013-203, and in accordance with the School District Procurement Rules in the Arizona Administrative Code promulgated by the Arizona Board of Education pursuant to Arizona Revised Statutes § 15-213, to perform a multi-phase program for the development and management of educational facilities for the District, upon District-owned property.

WHEREAS, the first component ("**Component 1**") of the District's multi-phase program for the development and management of educational facilities includes:

(A) a combined middle school and preschool instructional facility consisting of approximately 138,043 square feet of building improvements to be constructed on approximately 976,830 net square feet of land located at the intersection of 186th Street and Jacaranda Boulevard in the Town of Queen Creek, together with an agreed allowance for certain qualified facility improvements; and

(B) a combined middle school and preschool instructional facility consisting of approximately 138,043 square feet of building improvements to be constructed on approximately 955,300 net square feet of land located at the intersection of East Elona Drive and South Recker Road in the Town of Gilbert, together with an agreed allowance for certain qualified facility improvements.

WHEREAS, on September 18, 2012, the Developer and the Foundation entered into the Project Development Agreement pursuant to which the Foundation agreed, among other terms, covenants, and conditions, to serve as the owner of the improvements and facilities comprising Component 1.

WHEREAS, on the Effective Date, the Foundation and District have entered into a Ground Lease for Elona Middle School pursuant to which, as an element of Component 1, the District has let to the Foundation, and the Foundation has leased from the District, that certain parcel of land consisting of approximately 1.089 million square feet, more particularly described on the Attachment 1.1 attached to and made a part of this Agreement, which Land is commonly known as the intersection of East Elona Drive and South Recker Road in the Town of Gilbert, Maricopa County, State of Arizona.

WHEREAS, the Foundation has requested the Issuer to issue revenue bonds for the purposes of the following (altogether, the "**Series 2012 Project**"): (i) financing and/or refinancing the acquisition, construction, improvement, operation and/or equipping of land and buildings to be used as public school facilities, among other purposes, including the elements of Component 1; (ii) funding of any required reserve fund as set forth in the Indenture; (iii) paying capitalized interest on the Bonds; and (iv) paying certain issuance expenses.

WHEREAS, in furtherance of the purposes of the Constitution of the State of Arizona, and under Title 35, Chapter 5, Arizona Revised Statutes (as amended), the Issuer has, on or before the Effective Date, issued the Bonds, the proceeds of which shall be loaned to the Foundation to finance and/or refinance the costs of the Series 2012 Project.

WHEREAS, the Bonds are issued pursuant to the Indenture, and the proceeds of the Bonds will be loaned to the Foundation pursuant to certain Bond Documents.

WHEREAS, the Bonds will be payable from the Trust Estate (as defined in the Indenture), which includes, among other things: payments of principal of and interest on a Series 2012 Promissory Note to be executed by the Foundation; a Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing with respect to Component 1 to be executed by the Foundation; and facilities use payments made by the District under this Agreement; all of which instruments shall be assigned to (or entered into with) the Bond Trustee.

WHEREAS, the District hereby declares its current need for all elements of Component 1 (including, without limitation, the Premises), and further determines and declares its expectation that the Premises will adequately serve the needs for which such Premises are being acquired throughout the Term.

WHEREAS, the Foundation intends to lease all elements of Component 1 (including, without limitation, the Premises) for the Permitted Use according to the terms, conditions, and covenants of this Agreement.

WHEREAS, in exchange for the District's full and timely performance according to this Agreement, the Foundation shall deliver, and the District will receive the benefit of, (i) development, design, and construction services required to deliver Component 1, (ii) the right to use all elements of Component 1 during the Term according to the terms, conditions, and covenants of this Agreement and of other pertinent agreements, and (iii) the residual value remaining, after the expiration or earlier termination of the Ground Lease, of the Buildings comprising Component 1, which Buildings (as specifically contemplated by the terms of the Development Agreement) have building life expectancies materially exceeding the duration of the Term.

WHEREAS, it is hereby declared to be the present intention of the Board that this Agreement will be continued annually until title to the Premises is acquired by the District pursuant to the terms of this Agreement, but that this declaration shall not be construed as contractually obligating or otherwise binding the District.

WHEREAS, the District, having received from the Foundation or the Developer an appraisal of the Premises, hereby determines that the Use Fees payable under this Agreement represent the fair value of the use of the Premises, that the Purchase Price established under the Option Agreement represents a fair purchase price for the Premises at the time the Option Agreement shall be exercised (if at all), and that the period during which the District shall have a purchase option under the Option Agreement (i.e., the maximum length of the Term) does not exceed the useful life of the Premises.

ARTICLE I Premises

1.1 Ownership of Premises. Foundation is the lessee, pursuant to the Ground Lease, of the parcel(s) of land described on the Attachment 1.1 attached to and made a part of this

Agreement (the “**Land**”), which Land is commonly known as 186th Street and Jacaranda Boulevard in the Town of Queen Creek, Maricopa County, State of Arizona.

1.2 Description of Premises. The “**Premises**” shall consist of the Land, all buildings and other capital improvements located on the Land (the “**Buildings**”), and all other affixed and unaffixed improvements located therein and thereon (including, without limitation, the Qualified Improvements) except only for the District's Removable Property. In consideration of District's payment of the Prepaid Use Fee, Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee (each as defined below) and District's performance of the covenants hereinafter set forth, Foundation hereby lets to District and District, having determined that receiving such demise is in the best interests of the District, hereby leases from Foundation said Premises.

1.3 Defined Terms.

“**AAA**” has the meaning set forth in Section 6.14.

“**Additional Use Fee**” has the meaning set forth in Section 3.2.

“**Administrative Fee**” shall have the meaning set forth in Section 3.2.2.

“**Agreement**” means this Facilities Use Agreement.

“**Alterations**” has the meaning set forth in Section 9.1.

“**As-Built Documents**” has the meaning set forth in Section 6.7.

“**Base Use Fee**” has the meaning set forth in Section 3.1.2.

“**Board**” shall mean the Governing Board of the District.

“**Bond Documents**” shall mean all of the following: (i) the Loan Agreement; (ii) the Series 2012 Promissory Note dated as of December 1, 2012 and entered into by Grantor; (iii) the Deed of Trust; (iv) the Indenture; and (v) the Tax Agreement.

“**Bond Trustee**” shall mean BOKF, NA (d/b/a Bank of Arizona).

“**Bonds**” shall mean one or more series of tax-exempt and/or taxable Education Facility Revenue Bonds (JMF-Higley 2012 LLC Project), Series 2012 issued pursuant to the terms of the Indenture.

“**Buildings**” has the meaning set forth in Section 1.2.

“**Building Systems**” has the meaning set forth in Section 11.1.1.

“**Business Days**” shall mean every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States of America and of the State of Arizona.

“**Capital Repairs Fee**” has the meaning set forth in Section 3.1.4.

“**Capital Repairs Fund**” has the meaning set forth in Section 3.4.1.

“**Commencement Date**” has the meaning set forth in Section 2.1.1.

“**Commencement Date Certificate**” has the meaning set forth in Section 2.2.

“**Component 1**” has the meaning set forth in the Recitals.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement dated as of December 1, 2012, entered into by and between the Foundation and the Bond Trustee.

“Contract Year” means (i) the period beginning on the July 1 occurring nearest (whether before or after) the Effective Date and ending on the June 30 first occurring after such July 1, and (ii) every period of July 1-June 30 thereafter occurring during the Term.

“Control” means the full power and legal authority to direct and control the business, operations, decisions and actions of the subject person or entity.

“Dangerous Condition” has the meaning set forth in Section 4.2.1.

“Deed of Trust” means the Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of December 1, 2012 and entered into by Grantor.

“Developer” means EFDS Higley I, LLC, an Arizona limited liability corporation.

“Development Agreement” means the Development Agreement dated as of October 2, 2012 and entered into by and between the District and Developer.

“Development Budget” means the budget developed and agreed by the Parties, in writing, as provided in Section 6.5.

“Development Costs” means all hard and soft costs (including the reasonable cost of Foundation’s travel in connection with Foundation’s efforts under ARTICLE VI) expended toward the Foundation’s Work, but not unspent contingency funds.

“District” means Higley Unified School District #60 of Maricopa County, a political subdivision of the State of Arizona.

“District Affiliate” means any person or entity which Controls, is Controlled by, or is under common Control with District.

“District Delay” has the meaning set forth in Section 6.6.

“District’s Insurance Requirements” has the meaning set forth in Section 8.2.1.

“District Party” means District and any District Affiliate, and their respective officers, directors, shareholders, constituent partners, members or principals, employees, staff, students, parents, consultants, contractors, agents and professional advisors.

“District’s Removable Property” has the meaning set forth in Section 6.12.

“District’s Tax Payment” has the meaning set forth in Section 5.1.

“Effective Date” means December 1, 2012.

“Environmental Laws” has the meaning set forth in the Loan Agreement.

“Event of Default” has the meaning set forth in Section 21.1.

“Expiration Date” has the meaning set forth in Section 2.1.3.

“Foundation” means JMF-Higley 2012 LLC, an Arizona limited liability company, the sole member of which is The James Megellas Foundation, Inc., an Arizona nonprofit corporation.

“Foundation Affiliate” means any person or entity which Controls, is Controlled by, or is under common Control with Foundation.

“Foundation’s Insurance” has the meaning set forth in Section 8.3.1.

“Foundation Party” means Foundation and any Foundation Affiliate, and their respective officers, directors, shareholders, constituent partners, members, managers, principals, employees, staff, consultants, contractors, agents and professional advisors.

“Foundation’s Property” has the meaning set forth in Section 10.1.

“Foundation’s Work” has the meaning set forth in Section 6.1.

“Ground Lease” means the Ground Lease for the Land, entered into between the District, as landlord, and the Foundation, as tenant, and dated of even date herewith.

“Hazardous Materials” means any material, substance, act, or failure to act that is regulated from time to time by any Environmental Laws. **“Hazardous Materials”** includes any and all material or substances that are defined as “hazardous waste,” “extremely hazardous waste,” or a “hazardous material” pursuant to Legal Requirements.

“Impositions” has the meaning set forth in Section 5.2.

“Improvements Use Fee” has the meaning set forth in Section 3.1.3.

“Indenture” shall mean the Trust Indenture dated as of December 1, 2012, entered into by and between Grantor and Bond Trustee, and providing for the issuance, terms, and security for the Bonds.

“Insurance Requirements” means the insurance coverages required to be maintained by District pursuant to Section 8.2 and Foundation pursuant to Section 8.3, and all requirements of the insurers issuing the policies containing such coverages.

“Interest Rate” has the meaning set forth in Section 3.3.2.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

“Issuer” shall mean The Industrial Development Authority of the City of Phoenix, Arizona.

“Issuer Fees” has the meaning set forth in Section 3.2.2.

“Land” has the meaning set forth in Section 1.1.

“Lease Year” shall mean (i) the period beginning on the July 1 occurring nearest (whether before or after) the Use Fee Commencement Date and ending on the June 30 first occurring after such July 1, and (ii) every period of July 1 through June 30 thereafter occurring during the Term.

“Legal Requirements” means all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority, and other legal requirements of whatever kind or nature that are applicable to the Premises.

“Legislature” has the meaning set forth in Section 2.3.1.

“Loan Agreement” shall mean the Loan Agreement dated as of December 1, 2012 and entered into between the Issuer and the Foundation.

“Management Agreement” means the Management Agreement dated as of December 1, 2012 and entered into by and between the Foundation and Developer.

“Material Alterations” has the meaning set forth in Section 9.1.2.

“Mortgage” and “Mortgages” have the meaning set forth in Section 14.1.

“Nonrenewal Right” has the meaning set forth in Section 2.1.2.

“Nonrenewal Notice” has the meaning set forth in Section 2.1.2.

“OFAC” has the meaning set forth in Section 29.7.

“Option Agreement” has the meaning set forth in Section 2.3.

“Outstanding Bonds” has the meaning set forth in the Indenture.

“Party” shall mean either the Foundation Party or the District Party, as the pertinent reference may indicate.

“Parties” shall mean both the Foundation Party and the District Party.

“Permitted Alterations” has the meaning set forth in Section 9.1.1.

“Permitted Use” has the meaning set forth in Section 4.1.1.

“Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Plans and Specifications” has the meaning set forth in Section 6.1.

“Premises” has the meaning set forth in Section 1.2.

“Premiums” has the meaning set forth in Section 8.3.2.

“Prepaid Use Fee” has the meaning set forth in Section 3.1.1.

“Private Business Use” has the meaning set forth in Section 7.7.

“Prohibited Person” has the meaning set forth in Section 29.7.

“Project Development Agreement” means the Project Development Agreement dated as of September 18, 2012 and entered into by and between the Foundation and Developer.

“Punchlist Items” means (i) minor details of construction, mechanical adjustment or any other similar matter, the non-completion of which will not interfere with District’s use and occupancy of the Premises for the Permitted Uses and (ii) items which, in accordance with good construction practice, must be performed after Substantial Completion of District’s Improvements.

“Qualified Improvements” has the meaning set forth in Section 6.2.

“Related Agreement” shall mean the following instrument dated of even date herewith and entered into by and between Landlord and Tenant: Facilities Use Agreement for Elona Middle School.

“Series 2012 Project” has the meaning set forth in the Recitals.

“Specially Designated and National Blocked Person” has the meaning set forth in Section 29.7.

“Stipulated Square Foot” shall mean each square foot of the building improvements comprising Component 1. The Parties hereby acknowledge and agree that, for purposes of this Agreement, subject only to changes in building sizes agreed between the Parties and documented in writing by under Section 6.1 of this Agreement, the building improvements include 138,043 square feet.

“Substantial Completion” and **“Substantially Complete”** have the meanings set forth in Section 6.4.

“Substantially Damaged” has the meaning set forth in Section 18.1.1.

“Successor” has the meaning set forth in Section 14.2.

“Superior Agreement” has the meaning set forth in Section 14.1.

“Superior Lessor” has the meaning set forth in Section 14.1.

“Superior Mortgage” has the meaning set forth in Section 14.1.

“Superior Mortgagee” has the meaning set forth in Section 14.1.

“Target Commencement Date” has the meaning set forth in Section 6.3.

“Tax Agreement” shall mean the Tax Certificate as to Arbitrage and the Provisions of Section 103 and 141-150 of the Internal Revenue Code of 1986, dated as of the date on which the Bonds are issued, and entered into by and among the Foundation, the District, and the Issuer.

“Term” has the meaning set forth in Section 2.1.1.

“Trustee Mortgage” shall mean every mortgage, deed of trust, assignment, and other collateral, pledge, and security required under the Indenture or the Loan Agreement.

“Unavoidable Delay” has the meaning set forth in Section 29.5.

“Use Fee” has the meaning set forth in Section 3.2.

“Use Fee Commencement Date” has the meaning set forth in Section 2.1.1.

ARTICLE II Term

2.1 Term.

2.1.1 The term of this Agreement (the **“Term”**) shall be approximately forty (40) years, commencing on the date that the Foundation’s Work is Substantially Complete in accordance with Section 6.4 (the **“Commencement Date”**), and expiring (unless earlier terminated according to the terms of this Agreement or the Bond Documents) on June 30, 2053; provided, however, that the Term shall automatically terminate as of the first date on which no Outstanding Bonds shall exist. The **“Use Fee Commencement Date”** of this Agreement shall be the earlier date to occur of (i) the Commencement Date, and (ii) July 1, 2013.

2.1.2 Notwithstanding the Term established under Section 2.1.1, above, the District shall have the right (the **“Nonrenewal Right”**), subject to the conditions set forth in this Section 2.1.2, to terminate this Agreement effective at the end of any Lease Year. If the District shall determine, for any reason, to exercise the Nonrenewal Right, the District shall do so (i) by delivering written notice (if given, a **“Nonrenewal Notice”**) to both the Foundation and Bond Trustee not later than May 1 of any Lease Year and (ii) immediately paying to the Foundation, as required under Section 21.2, an amount equal to the balance of all Use Fees yet unpaid that would have been due and payable by the District under this Agreement for the balance of the Lease Year during which the District shall have exercised the Nonrenewal Right; provided, however, that a failure to give the requisite written notice shall not prevent the District from terminating this Agreement, nor result in any liability to the District. The exercise of the District’s annual

Nonrenewal Right shall be determined by whether the Board has, on or before the end of the pertinent Lease Year, specifically budgeted and appropriated funds from the District's general fund sufficient to pay all Use Fees, and to perform all terms, covenants, conditions, and obligations to be performed under this Agreement, with respect to the next consecutive Lease Year (including, without limitation, official Board action to direct the District's administrative staff to certify no less than the pertinent total of all Use Fees so payable pursuant to the Arizona Revised Statutes). If the Board shall not so budget and appropriate the requisite amount, a Nonrenewal Notice to that effect shall be delivered to the Foundation within two (2) Business Days after the end of the pertinent Lease Year, if such Nonrenewal Notice shall not previously have been delivered. The Parties hereby agree that the Superintendent of the District (or any officer or employee of the District at any time charged with the responsibility of formulating budget proposals) shall include in the annual budget proposals submitted to the Board, until such time (if ever) as the Board may exercise the Nonrenewal Right, budget line items for payment of all terms, conditions, covenants and obligations arising under this Agreement.

2.1.3 The "**Expiration Date**" shall mean (i) the last day of the Term, or (ii) such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Agreement (including, without limitation, the District's exercise of its nonrenewal right under Section 2.1.2 or the District's exercise of its purchase option right under Section 2.3) or pursuant to any Legal Requirements.

2.2 Commencement Date Certificate. The District shall, upon the request of the Foundation, execute, acknowledge and deliver to the Foundation an instrument in the form of the "**Commencement Date Certificate**" attached hereto as Attachment 2.2 and otherwise in form reasonably satisfactory to Foundation confirming the Commencement Date, the Use Fee Commencement Date, the Expiration Date, the Base Use Fee, Improvements Use Fee, and Capital Repairs Fee, and such other items as the Foundation may reasonably request; *provided*, that the District's failure to execute, acknowledge and deliver such an instrument shall not affect the validity of the Commencement Date, the Use Fee Commencement Date, the Expiration Date, any Use Fees, or such other items as set forth in such Commencement Date Certificate.

2.3 Option to Purchase. On or before the Use Fee Commencement Date, the Foundation shall execute and deliver to the District and the District shall execute and deliver to Foundation an Option to Purchase Real Estate in the form attached hereto as Attachment 2.3 (the "**Option Agreement**") granting the District an option to purchase the Premises in accordance with the terms and conditions of such Option Agreement. The Parties agree that neither shall record the Option Agreement. At the request of either Party, however, each Party will execute a short form memorandum of the Option Agreement in a form satisfactory for recording in the Office of the County Recorder, Maricopa County, Arizona.

2.4 Bond Sale Contingency. The Parties acknowledge the Foundation's intention that the Foundation's Work be financed with the proceeds of the Bonds. Accordingly, if, notwithstanding the reasonable efforts of the Foundation and the Issuer, and of underwriters (including, without limitation, the firms of Lawson Financial Corporation and HJ Sims) engaged for the purpose of facilitating the timely sale of such Bonds, closing of the Bonds shall not be completed successfully on or before December 21, 2012, on terms and conditions sufficient to permit the performance of this Agreement according to all of its terms, covenants, and conditions (including, without limitation, those set forth in ARTICLE III of this Agreement), then this Agreement shall automatically be terminated.

2.5 Effect of Cancellation or Termination. Cancelling or terminating this Agreement pursuant to any of the provisions of this ARTICLE II shall terminate all of the District's unaccrued obligations under this Agreement, and shall terminate the District's right to possession under this Agreement, but all other provisions of this Agreement, including all obligations of the District accrued before such cancellation or termination, shall continue until fully performed or satisfied.

ARTICLE III Use Fees and Capital Repairs Fee

3.1 Prepaid Use Fee, Base Use Fee, Improvements Use Fee, and Capital Repairs Fee.

3.1.1 On the indicated dates, the fixed sum of Six Million Four Hundred Twenty Thousand and No/100 United States Dollars (USD 6,420,000.00) (the "**Prepaid Use Fee**") shall be paid by the District to the Foundation. The first installment of Prepaid Use Fee, in the amount of Three Million Four Hundred Twenty Thousand and No/100 United States Dollars (USD 3,420,000.00), shall be paid by the District to the Foundation no later than the Effective Date; provided that, of the indicated amount, the sum of not more than \$420,000.00 shall be deemed to have been paid through the in-kind contribution by the District of design services for the Foundation's Work. The second installment of Prepaid Use Fee, in the amount of Three Million and No/100 United States Dollars (USD 3,000,000.00), shall be paid by the District to the Foundation no later than September 1, 2013.

3.1.2 An annual use fee (the "**Base Use Fee**") shall be paid by the District to the Foundation in quarterly installments due and payable on July 1, October 1, January 1, and April 1 of each Lease Year during the Term, in the amounts indicated on the Attachment 3.1.2 attached to and made a part of this Agreement, subject to adjustment pursuant to Section 3.5, if applicable. If required under any of the Bond Documents, the Foundation shall deliver written notice to the District (with a copy to the Bond Trustee) directing that one or more specific portion(s), or all, of the Base Use Fee be paid by the District (including, without limitation, an amount equal to the Administrative Fee), throughout the Term or during any specified segment(s) thereof, to one or more persons or entities other than the Foundation (including, without limitation, to the Bond Trustee). Upon the Foundation's delivering any written notice so directing, the District shall immediately begin, and thereafter continue (as directed by such notice), to pay the specified portion(s), or all, of the Base Use Fee as directed. Furthermore, the Parties agree that the portion of the Base Use Fee paid to or retained by the Foundation for fees, expenses, and overhead with respect to any Lease Year shall not, consistent with the Foundation's status under Section 501(c) of the Internal Revenue Code, exceed more than \$10,000.00.

3.1.3 A second annual use fee (the "**Improvements Use Fee**") shall be paid by the District to the Foundation in quarterly installments due and payable on July 1, October 1, January 1, and April 1 of each Lease Year during the Term, in the amounts indicated on the Attachment 3.1.3 attached to and made a part of this Agreement. If required under any of the Bond Documents, the Foundation shall deliver written notice to the District (with a copy to the Bond Trustee) directing that one or more specific portion(s), or all, of the Improvements Use Fee be paid by the District, throughout the Term or during any specified segment(s) thereof, to one or more persons or entities other than the Foundation (including, without limitation, to the Bond Trustee). Upon the Foundation's delivering any written notice so directing, the District shall

immediately begin, and thereafter continue (as directed by such notice), to pay the specified portion(s), or all, of the Improvements Use Fee as directed.

3.1.4 Commencing on July 1, 2019, and thereafter during the remainder of the Term, a fixed quarterly payment toward anticipated capital repairs of the Premises (the “**Capital Repairs Fee**”) of Forty-three Thousand Seven Hundred Fifty and No/100 United States Dollars (USD 43,750.00) shall be paid by the District to the Foundation on July 1, October 1, January 1, and April 1 of each Lease Year. If required under any of the Bond Documents, the Foundation shall deliver written notice to the District (with a copy to the Bond Trustee) directing that one or more specific portion(s), or all, of the Capital Repairs Fee be paid by the District, throughout the Term or during any specified segment(s) thereof, to one or more persons or entities (including, without limitation, to the Bond Trustee) other than the Foundation. Upon the Foundation’s delivering any written notice so directing, the District shall immediately begin, and thereafter continue (as directed by such notice), to pay the specified portion(s), or all, of the Capital Repairs Fee as directed.

3.2 Additional Use Fee.

3.2.1 The Base Use Fee shall be absolutely net to the Foundation, except as expressly provided otherwise in this Agreement, so that all impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with Legal Requirements, all capital replacements, all Issuer Fees, all costs and expenses incurred by the Foundation under Section 9.1.3, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only the Foundation’s obligations expressly set forth in this Agreement) which may arise or become due to the Foundation or third parties during the Term or by reason of events occurring during the Term of this Agreement shall be paid or discharged by the District, at the District’s sole cost and expense, subject to Section 11.1.1 (all charges payable by the District other than Base Use Fee and Capital Repairs Fee, however denoted, are hereinafter collectively referred to as “**Additional Use Fee**”). The Prepaid Use Fee, Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee are sometimes hereinafter collectively referred to as “**Use Fee**” or “**Use Fees**.”

3.2.2 Together with, and in addition to, any payment of Use Fees or other sum(s) payable under this Agreement, the District shall pay to the Foundation, further as Additional Use Fee:

(a) as and when due and payable (if at all) to the pertinent governmental authority, a sum equal to the aggregate of any excise, sales, occupancy, franchise, privilege, use, or transaction privilege tax on, or of any similar tax now or in the future levied, assessed, or imposed by any governmental authority upon, the Foundation or the Premises as a result (and to the extent) of payments comprising Use Fees under this Agreement, or as a result of the District’s use or occupancy of the Premises;

(b) not less than ten (10) Business Days before such sums may be due and payable to the Issuer, all of the following (collectively, the “**Issuer Fees**”): a sum equal to all out-of-pocket costs and expenses incurred by the Issuer in connection with the Bonds, the Indenture,

and any of the Borrower Documents (as defined in the Loan Agreement), including (without limitation) the reasonable fees and expenses of Issuer's counsel;

(c) on or before January 15, 2014, and thereafter on or before January 15 of each succeeding Lease Year in which there shall be Outstanding Bonds on January 1 of such Lease Year, an amount equal to the annual fee imposed by the Issuer for its administrative expenses (the "**Administrative Fee**"), which Administrative Fee shall be imposed annually in an amount equal to seven and five-tenths (7.5) basis points (0.075%) of the aggregate principal amount of the Outstanding Bonds as of each January 1 during the Term, with a minimum of \$3,000.00 for each series of Bonds; provided, however, that the payment of a lesser amount may be necessary to avoid an adverse impact on the tax-exempt status of the Bonds.

(d) promptly upon the Foundation's delivering notice to the District of the same, a late payment fee equal to ten percent (10%) of any of the Issuer Fees as the District may have paid to the Foundation more than ten (10) Business Days after the same shall have been due and payable to the Issuer.

Any amounts paid to the Foundation under Section 5.07 of the Indenture as a refund of excess payments shall promptly be refunded to the District.

3.3 Payment of Use Fees.

3.3.1 The District covenants and agrees to pay the Prepaid Use Fee, Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee promptly when due, without notice or demand therefor, and without any abatement, deduction or set off for any reason whatsoever unless expressly provided in this Agreement.

3.3.2 In addition to any other remedies the Foundation may have under this Agreement, if any Use Fee (other than the Issuer Fees) payable hereunder to the Foundation is not paid within five (5) Business Days after the due date therefor, the District shall pay to Foundation an administrative fee equal to five percent (5%) of the overdue payment and, in addition, such overdue payment shall bear interest at the rate of ten percent (10%) per annum (the "**Interest Rate**") from the due date thereof until paid, and the amount of such interest shall be Additional Use Fee.

3.3.3 If the Expiration Date occurs on a day other than the first day of a calendar month, the Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and all Additional Use Fees for the partial calendar month in which the Expiration Date occurs shall be prorated and the Base Use Fee and Capital Repairs Fee for the partial calendar month in which the Expiration Date occurs shall be paid on the Expiration Date.

3.3.4 No payment by the District or receipt or acceptance by the Foundation of a lesser amount than the Prepaid Use Fee, Base Use Fee, Capital Repairs Fee, or Additional Use Fee shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the Foundation may accept such check or payment without prejudice to the Foundation's right to recover the balance or pursue any other remedy in this Agreement or at law provided.

3.3.5 The District's failure to pay any Additional Use Fee shall be considered a failure to pay the Base Use Fee hereunder and the Foundation shall be entitled to all rights and remedies provided herein and by law in connection therewith.

3.3.6 The Parties acknowledge and agree that the Use Fees payable under this Agreement by the District shall constitute currently budgeted expenditures of the District from its general fund. The District's obligations under this Agreement shall be subject to the Nonrenewal Right, and thus shall not constitute a mandatory charge or requirement in any ensuing Lease Year beyond the then-current Lease Year. Neither shall the District be under any obligation whatsoever to exercise the option arising under Section 2.3 of this Agreement. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the District within the meaning of any limitation arising under any Legal Requirements, or as creating a lien on any class or source of District funding.

3.4 Capital Repairs Fund.

3.4.1 The Bond Trustee shall hold all accumulating payments of the Capital Repairs Fee (altogether, the "**Capital Repairs Fund**"), according to all terms, covenants, and conditions of this Section 3.4 and of Section 11.1 of this Agreement, as well as all application provisions of the Indenture (including, without limitation, Section 5.07 thereof). The Capital Repairs Fund may not be mortgaged, assigned, transferred or encumbered by the District, and any such act on the part of the District shall be without force and effect and shall not be binding upon the Foundation.

3.4.2 The Bond Trustee may appropriate and apply, or direct another party (including the District or the Foundation) to appropriate or apply, the entire Capital Repairs Fund for the benefit of the District, and at the District's direction, according to the terms of the Indenture. The District hereby waives any and all rights the District may have with respect to the Capital Repairs Fund under applicable Legal Requirements.

3.4.3 So long as the District shall not be in default of its obligations under this Agreement, the Bond Trustee shall return the Capital Repairs Fund, or so much thereof as shall have not theretofore been applied in accordance with the terms of this Section, to the Foundation promptly following the expiration or earlier termination of the term of this Agreement and the District's surrender of possession of the Premises to the Foundation in accordance with the terms of this Agreement. While the Bond Trustee holds the Capital Repairs Fund, the Bond Trustee shall have no obligation to pay interest on the same and shall have the right to commingle the same with the Bond Trustee's other funds. If the Foundation conveys the Foundation's interest under this Agreement, the Capital Repairs Fund, or any part thereof not previously applied, shall be applied by the Bond Trustee for the benefit of the Foundation's grantee, and the District shall look solely to such grantee for proper application of the Capital Repairs Fund in accordance with the terms of the Indenture and of this Section 3.4 and the return thereof in accordance herewith. The holder of a mortgage on the Premises shall not be responsible to the District for the return or application of the Capital Repairs Fund, whether or not it succeeds to the position of the Foundation hereunder, unless such holder actually receives the Capital Repairs Fund.

3.5 Adjustment of Base Use Fee Upon Substantial Completion of Foundation's Work. The Foundation and the District acknowledge that one factor in determining the fair use value for the Premises under this Agreement is the total Development Costs, and that the Base Use Fee set

forth above has been determined, in part, using the Development Budget. Accordingly, on or before the sixtieth (60th) Business Day after the Use Fee Commencement Date, the Foundation shall notify the District of the actual Development Costs, and if the actual Development Costs increase from the Development Budget by reason of change orders requested by the District, the Foundation shall provide District with an amendment to this Agreement setting forth a revised schedule of Base Use Fee, which shall be determined by increasing the Base Use Fee set forth in Section 3.1 above during the Term by such amounts as may be reasonably required, as determined by the Foundation in good faith, to reflect adjustments to the Development Budget incurred in connection with any change orders requested by the District. Once so determined, the Parties shall execute an amendment to this Agreement setting forth a revised schedule of Base Use Fee.

ARTICLE IV Use and Conduct of Business in Premises

4.1 Use.

4.1.1 The District shall use and occupy the Premises for the operation of a middle school and early childhood instructional facility, and for associated supporting activities consistent with all Legal Requirements (the “**Permitted Use**”), and for no other purpose whatsoever without the prior written consent of the Foundation.

4.1.2 The District acknowledges the following: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements entered into under the same; (ii) that all such ordinances, restrictions, limitations and agreements constitute Legal Requirements with which the District shall comply according to the terms of this Agreement; and (iii) that the District’s failure or inability at any time to comply with such ordinances, restrictions, limitations and agreements shall not give rise to any right in the District to terminate this Agreement. Furthermore, if any governmental license, certificate, approval, or permit, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any Legal Requirement, the District, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, and permits during the Term hereof, and the District shall submit such licenses, certificates, approvals, and permits (and all applications therefor) to the Foundation for inspection promptly upon request. The Foundation agrees to cooperate with the District, at no cost, expense or liability to the Foundation, in connection with the District procuring all such licenses certificates, approvals, and permits. The District shall at all times during the Term hereof comply with the terms and conditions of each such license, certificate, approval, and permit. If the District fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, or permits necessary for the operation of the District’s business at the Premises as required by this Agreement, such failure shall not affect, reduce or diminish the District’s obligations under this Agreement.

4.1.3 The District may not use or permit the use of the Premises or any part thereof in any way which would violate any (i) the Certificate of Occupancy for the Premises or the Buildings, (ii) the Governmental Approvals, or (iii) any Legal Requirements, and the District may not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which would in any way impair the proper and efficient heating, cleaning or other servicing of the Buildings or the Premises. Neither shall the District commit or suffer to be committed any waste at the Premises.

4.2 Hazardous Materials.

4.2.1 The District represents, warrants and covenants that during the Term of the Agreement it (i) shall be and remain in full compliance with all Environmental Laws, and (ii) shall not use nor cause to be used nor store any Hazardous Materials within the Premises or dispose of any Hazardous Materials at or from the Premises in a manner that violates applicable Legal Requirements and Insurance Requirements governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In addition, the District shall notify the Foundation, within twenty-four (24) hours of obtaining knowledge thereof, of any release of Hazardous Materials on the Premises. Nothing herein shall prohibit the District from (i) using cleaning fluid and supplies customarily used in school facilities, (ii) chemicals and other laboratory materials customarily used in science labs, (iii) medical office supplies, medical equipment, pharmaceuticals and first aid kits customarily stored and used in school nurse's offices, and (iv) arts and crafts materials customarily used in school facilities, any of which may constitute Hazardous Materials but which are customarily present in schools; *provided* that such use and storage in the Premises is in strict compliance with Legal Requirements and all such Hazardous Materials are removed from the Premises on or before the expiration or sooner termination of the Agreement. Upon request by the Foundation, the District shall submit to the Foundation annual reports regarding the District's use, storage, and disposal of any of the Hazardous Materials, such reports to include information regarding continued Hazardous Materials inspections, personal interviews, and federal, state and local agency listings. In addition, the District shall execute affidavits, representations and the like from time to time at the Foundation's reasonable request concerning the District's best knowledge and belief regarding the presence or absence of Hazardous Materials on the Premises. The District shall keep the Premises free from mold, mildew, asbestos, lead based paint and any and all other bacteria, fungi, substances and materials in quantities or concentrations that have been found to be harmful to the health or safety of any occupants of the Premises (any of the same being a "Dangerous Condition"). If the District becomes aware of any Dangerous Condition coming into existence after the Commencement Date of the Term, the District shall immediately notify the Foundation of such and shall initiate and thereafter diligently prosecute to completion all actions necessary pursuant to Legal Requirements to investigate, assess, respond to, remove, abate, contain, encapsulate, sample, clean up, monitor or remediate such Dangerous Condition. All of the foregoing work shall be performed at the District's sole cost and expense, in a first-class, workmanlike manner and in compliance with all requirements of Legal Requirements. The District shall provide the Foundation advance notice of any activities to be undertaken by the District pursuant to this paragraph, and shall keep the Foundation apprised of the progress and results of same.

4.2.2 The District shall, in accordance with all Legal Requirements and to Foundation's reasonable satisfaction remove any and all Hazardous Materials placed in the Premises by District or by its agents, invitees, employees or its contractors, and the District shall be responsible for all costs including, but not limited to, those resulting from monitoring, clean-up or compliance in accordance with all Legal Requirements incurred with respect to any Hazardous Materials placed in the Premises during installation of the District's Removable Property and after the Commencement Date, and shall be responsible for all such costs incurred with respect to any Hazardous Materials placed in, on or under the Premises by the District or its agents, invitees, employees or contractors. The District shall indemnify and hold the Foundation and each other Foundation Party harmless from and against any and all costs, claims, suits, causes of action, losses, injuries or damage, including without limitation, personal injury damage (including death)

as well as damage to property as well as any and all sums paid for settlement of claims, reasonable attorney's fees, consultant and expert fees arising during the Term as a result of a breach of this ARTICLE IV or resulting from the presence or removal of Hazardous Materials from the Premises.

ARTICLE V Impositions

5.1 Obligation to Pay Impositions. From and after the Effective Date through and including the Expiration Date, the District shall pay one hundred percent (100%) of all Impositions ("**District's Tax Payment**") during the Term of the Agreement as Additional Use Fee directly to the applicable taxing authority at least five (5) Business Days before the date such taxes are due and payable. The Foundation shall pay all Impositions attributable to any period before the Use Fee Commencement Date and after the expiration or termination of the Agreement. The Foundation shall give notice to District of all Impositions payable by District hereunder of which the Foundation at any time has knowledge within ten (10) Business Days after receipt of notice thereof.

5.2 Impositions Defined. The term "**Impositions**" shall mean all real estate taxes and assessments, government levies, municipal taxes, county taxes and assessments (whether general or special, ordinary or extraordinary, unforeseen or foreseen), gross receipts taxes, and excise, sales, occupancy, franchise, privilege, use, and transaction privilege taxes on, and any similar tax now or in the future levied, assessed, or imposed by any governmental authority upon, the Foundation or the Premises as a result (and to the extent) of payments comprising Use Fees and incurred in the use, occupancy, ownership, operation, leasing or possession of the Premises, which are or may be assessed, levied or imposed, less any credit or abatement applicable thereto, including all credits or discounts allowed for early payments, whether or not such early payment is actually made. Except as specifically provided under Section 3.2.2, Impositions shall not include: (i) any municipal, state or federal net income or excess profits taxes assessed against Foundation, or any municipal, state or federal capital levy, estate, capital gain, succession, inheritance or transfer taxes of Foundation, or corporation franchise taxes imposed upon Foundation or any owner of the fee of the Premises (except that any gross receipts tax and any excise, sales, occupancy, franchise, privilege, use, and transaction privilege tax shall be considered Impositions); (ii) any correction of or supplement to any tax or assessment for any period before the Commencement Date; (iii) penalties incurred as a result of Foundation's negligence, inability or unwillingness to make real estate tax payments or to file any tax or informational returns when due (unless such penalties result from the District's failure to make timely payment of Impositions); or (iv) water and sewer fees and utility charges required to be paid by the District pursuant to any other provisions of this Agreement. In the event of a special assessment for any public or private improvement, the life of which extends beyond the Term, the assessment for such improvement, and the District's Tax Payment shall only include the amortized portion over the life of the improvement, and the District's Tax Payment shall only include the amortized portion of such assessment for each Contract Year during the Term. The District agrees to pay any Impositions sufficiently in advance to achieve any available discounts or other savings. All assessments which may be paid in installments shall be paid by the District in the maximum number of installments permitted by law and not included in Impositions except in the year in which the assessment is actually paid on a cash (non-accrual) basis.

5.3 Apportionment for Partial Year. The Foundation and the District shall adjust pro rata the Impositions for and with respect to any portion of the Term which does not include an entire fiscal tax year.

5.4 Right to Seek Exemption. If the District is an entity that qualifies for property tax exemption under controlling law, the District, at the District's sole cost and expense, may institute any necessary action to apply for and obtain any exemption from Impositions that the District is eligible for as a result of the District's status as an exempt organization. Within a reasonable time after demand therefor, the Foundation shall execute and deliver to the District any documents and other information required to enable the District to obtain such exemption. The Foundation agrees to cooperate with the District, at no cost, expense or liability to the Foundation, to execute any documents required to be executed by the owner of the Premises for District to obtain such tax exemption credits, refunds or abatements.

5.5 Right to Contest. The District shall have the right, at the District's sole cost and expense, to contest the validity or amount of the assessed valuation or Impositions for any real estate fiscal tax year, by appropriate proceedings in the name of the Foundation or the District, or both, provided that the Premises are not by reason of such contest placed in jeopardy of any tax or similar foreclosure proceeding. Within a reasonable time after demand therefor, the Foundation shall execute and deliver to the District any documents and other information reasonably required to enable the District to prosecute any such proceeding, and the Foundation shall use commercially reasonable efforts to provide the District, in time to permit the District to undertake such contest, with all pertinent data required therefor. Any credit, refund or abatement of Impositions relating to any period subsequent to the Use Fee Commencement Date and before the expiration of earlier termination of this Agreement shall belong to and be paid to the District. The District shall indemnify and hold the Foundation and all Foundation Parties harmless from any against all loss, cost liability or expense arising from or in any way related to the District's contest of Impositions.

5.6 Personal Property Taxes. The District shall be liable for and shall pay, at least ten (10) Business Days before delinquency, all taxes levied against the District's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on the District's equipment, furniture, fixtures and any other personal property are levied against the Foundation or the Foundation's property, or if the assessed value of the Foundation's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property of the District, and if the Foundation pays the taxes based upon such increased assessment, which the Foundation shall have the right to do regardless of the validity thereof (but under protest only if requested by the District), then the District shall, within twenty (20) Business Days after receiving notice thereof, repay to the Foundation (as Additional Use Fee) the taxes so levied against the Foundation or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

ARTICLE VI

Foundation's Work; Delivery of Possession; Commencement Date; District's Installations

6.1 Foundation's Work. Foundation shall, at Foundation's sole expense, receive conveyance of the Ground Lease and commence and exercise its reasonable efforts to cause to be completed the improvements generally described as Component 1 in the Development

Agreement, and more particularly shown in the plans and specifications identified on Attachment 6.1 annexed hereto (collectively, the “**Plans and Specifications**”), subject only to change orders requested by the District and approved by the Parties. The acquisition of the Ground Lease, the construction and completion of the improvements described in the Plans and Specifications, and the payment of the allowance for Qualified Improvements contemplated under Section 6.2 are collectively referred to herein as “**Foundation’s Work**”.

6.2 Allowance for Qualified Improvements. In consideration of this Agreement, and of the District’s timely performance of all terms, covenants, and conditions of the same, the Parties agree that there shall be an improvements allowance in the amount of \$21.75 per Stipulated Square Foot, which allowance shall be paid to or for the benefit of the District, as directed by the District and the Trustee pursuant to the Indenture, and which allowance shall permit the purchase and installations of certain identified facility improvements that shall be completed according to the terms and conditions of the Indenture (altogether, the “**Qualified Improvements**”). The Parties agree that, upon delivery to the Premises, the Qualified Improvements shall immediately become a permanent part of such Premises, and that such Qualified Improvements shall have no residual value upon the expiration or earlier termination of this Agreement.

6.3 Construction of the Foundation’s Work. The Foundation’s Work shall be constructed (i) in a good and workmanlike manner substantially in accordance with the Plans and Specifications (subject only to change orders requested by the District and approved by the Parties), (ii) in compliance with all Legal Requirements and Insurance Requirements, (iii) in compliance with all covenants, conditions and restrictions encumbering the Premises, and (iv) such that no building, structure or improvement shall encroach upon or under the property of any other person or entity. Furthermore, the Foundation’s Work shall include making available at the Premises such utility services (including, without limitation, water, sewer, electricity, natural gas and telephone service) as are required by the District and are readily available at or near the boundary of the Premises. The Foundation shall use commercially reasonable efforts to achieve Substantial Completion of Foundation’s Work on or before July 24, 2013 (the “**Target Commencement Date**”). If, by reason of any change order(s) requested by the District, the Foundation cannot deliver possession of the Premises to District and achieve Substantial Completion on or before the Target Commencement Date, the Foundation shall not be subject to any liability therefor. Moreover, failure by the Foundation to deliver possession of the Premises to District, or to achieve Substantial Completion, on or before the Target Commencement Date shall not affect the validity of this Agreement or the obligations of the District to pay Use Fees under this Agreement, nor extend the Term; provided that, in such case, the District shall not be obligated to perform any obligation of the District under the terms of this Agreement *other than* payment of the Use Fees required hereunder, except as may be specifically provided in this Agreement, until the Use Fee Commencement Date.

6.4 Substantial Completion of Foundation’s Work. “**Substantial Completion**” of the Foundation’s Work shall be deemed to have occurred and the Foundation’s Work shall be deemed “**Substantially Complete**” when (i) all governmental inspections required for the Foundation’s Work have been successfully completed and temporary or permanent Certificates of Occupancy (or its equivalent) and other municipal permits or approvals for the Premises have been obtained, in each case if and to the extent required for the District to occupy and use the Premises for the Permitted Use, and (ii) the Foundation’s Work is completed in all material respects in accordance with the Plans and Specifications (except for any Punchlist Items) so that the District can

commence beneficial use and occupancy of the Premises as intended. The Foundation shall exercise commercially reasonable efforts to complete the Punchlist Items as soon as conditions reasonably permit, and the District shall afford the Foundation access to the Premises for such purposes; provided, however, without the District's permission, the Foundation shall not perform any construction during any time that school is in session and students are at the Premises. Within ten (10) Business Days after Substantial Completion, the Foundation and the District shall conduct a walkthrough of the Premises and jointly prepare a list of Punchlist Items. Without limitation of the foregoing, if any of the Foundation's Work is delayed in order to accommodate the installation of furniture and equipment by the District including, without limitation, the District's Removable Property or by any other District Delay, then the Foundation's Work shall be deemed Substantially Complete on the date on which it would have occurred but for such accommodation or other District Delay. District shall give the Foundation notice, not later than two (2) calendar months after the Commencement Date of any respects in which the Foundation has not completed the Punchlist Items in accordance with the terms of this Agreement.

6.5 Development Budget. The Foundation and the District have approved a budget for the Development Costs (the "**Development Budget**"), a copy of which is attached hereto as Schedule 6.5. The aggregate amount of the Development Budget is currently \$28,412,500.00. In no event may the Foundation be required to incur costs (including, without limitation, hard and soft costs) associated or in connection with change orders to the Foundation's Work that are requested by the District and that would cause the Development Costs to exceed the Development Budget. If at any point it becomes apparent that the Foundation's Work will, by reason of any change order requested by the District, cause the Development Costs to exceed the Development Budget, the Foundation and the District shall meet, consult and negotiate with each other in good faith about reducing the scope of the Foundation's Work so that the Development Budget will not exceed the Budget Amount, and in so doing shall attempt to reach a just and equitable solution satisfactory to both Parties. If, however, the Parties do not reach such solution within a period of ten (10) Business Days after the Foundation delivers its notice of actual Development Costs then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes shall be finally settled according to the dispute resolution provisions set forth in Section 6.14 of this Agreement, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then the Foundation's notice to the District of actual Development Costs shall be conclusive.

6.6 District Delay. If the Substantial Completion of the Foundation's Work shall be delayed as the result of (i) any request by District that the Foundation delay the commencement or completion of the Foundation's Work for any reason; (ii) any change in any of the Plans and Specifications requested by the District; (iii) any change in scope pursuant to Section 6.5 above; (iv) any interference by the District (including, without limitation, any delay associated with the District's early access pursuant to the Premises pursuant to Section 6.9 or otherwise) with the Foundation's Work; (v) any other act or omission of the District or its officers, agents, employees or contractors; or (vi) any reasonably necessary displacement of any of the Foundation's Work from its place in the Foundation's construction schedule resulting from any of the causes for delay referred to in this Section 6.6 and the fitting of such Foundation's Work back into such schedule (each a "**District Delay**"); then the Substantial Completion of the Foundation's Work, as determined pursuant to Section 6.4, shall be deemed to have occurred on the date it would have otherwise occurred absent the District Delay. If a delay in Substantial Completion of the Foundation's Work under Section 6.4 shall occur as a result of an Unavoidable Delay, and such

Unavoidable Delays would not have occurred but for a District Delay, such Unavoidable Delay shall also constitute District Delay.

6.7 As-Built Documents. The Foundation shall (or shall cause the Foundation's contractor or other agent to) maintain a record of the drawings, specifications, addenda, change orders, change directives and other modifications, and marked currently to record field changes and selections made during construction (the "**As-Built Documents**").

6.8 Possession of Premises. The entry by the District for the purpose of inspection or installation of the District's Removable Property shall not be considered occupancy for purposes of this Agreement and shall not trigger the District's obligation to pay Use Fee under this Agreement.

6.9 District's Installations. Before the Commencement Date, the Foundation shall reasonably cooperate with the District, at no cost to the Foundation, to facilitate the District's installation of the District's Removable Property. The following shall be conditions of the District's right to enter the Premises as provided herein before the Commencement Date: (i) that such entry shall not interfere with construction of the Foundation's Work; and (ii) that any such entry shall be subject to such rules and regulations as the Foundation may reasonably promulgate and the District shall fully cooperate with the Foundation.

6.10 District's Insurance for District's Removable Property. The District shall secure and maintain (or cause its contractor(s) to secure and maintain), at its own expense, the following insurance coverage in full force and effect with respect to the Premises at all times during the design, construction and installation of the District's Removable Property and shall require any and all contractor(s) and all subcontractors to maintain the same at all times during the design, construction and installation of the District's Removable Property:

6.10.1 Property insurance written on an "all risk" builders risk or equivalent policy form for the full replacement cost of the District's Removable Property and with deductibles not in excess of commercially reasonable amounts; and

6.10.2 Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage and products and completed operations of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Limits shall apply on a per project basis. The policy shall include the Foundation, the Bond Trustee, and the Issuer as additional insureds.

6.10.3 Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering the District and its employees, as well as employer's liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 per illness (per employee), and \$1,000,000 per illness (aggregate). If borrowed employees are used (including employees from a temporary employment agency) to perform services, the insured shall require the primary employer to provide an alternate employer endorsement showing the insured in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against the Foundation, all other Foundation Parties, the Bond Trustee, and the Issuer.

6.10.4 Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with the District and/or its contractors or subcontractors' operations in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of the District and/or its contractors and subcontractors who use personal vehicles within the course and scope of their employment or service.

6.11 District's Indemnity for District's Installations. The District shall indemnify and hold harmless the Foundation and all other Foundation Parties from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the installation of the District's Removable Property, to the extent caused by any act or omission of the District or the District's contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, and which involves bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom. In any and all claims against the Foundation or any other Foundation Party, by any District Party, the indemnification obligation under this Section 6.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the District or such District Party under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.12 District's Removable Property. All articles of personal property and all business and trade fixtures, machinery, workstations, equipment, furniture and other property and equipment installed or placed by the District in the Premises (whether affixed or unaffixed to the Premises), owned and used by the District for the Permitted Use ("**District's Removable Property**") shall remain the property of the District and may be removed by District at any time on or before the date of expiration of this Agreement in accordance with the provisions of ARTICLE X of this Agreement; *provided* (i) that Qualified Improvements shall not be or become District's Removable Property, and so may not be removed by the District under this Section 6.12, and (ii) that the District shall restore any damage caused by permitted removal of the District's Removable Property.

6.13 Disclaimer of Warranties. None of the Foundation, the Bond Trustee, or the Issuer makes any warranty or representation, whether express or implied, as to the value, design, condition, merchantability or fitness (whether for use or for a particular purpose) of the Foundation's Work, nor—except only as expressly otherwise provided in this Agreement—any other representation or warranty with respect to the Premises. ACCORDINGLY, THE DISTRICT HEREBY RELEASES THE FOUNDATION AND ALL OTHER FOUNDATION PARTIES (excepting from the latter, for purposes of this Section 6.13 only, and for purposes of the District's pursuing contractual warranties assigned to the District only, the Foundation's contractors and subcontractors performing Foundation's Work) FROM ALL LIABILITIES FOR ANY, DAMAGE OR INJURY, REGARDLESS OF THE CAUSE THEREOF, RELATED TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS (WHETHER FOR USE OR FOR A PARTICULAR PURPOSE) OF THE FOUNDATION'S WORK. Accordingly, without limiting the foregoing, neither the District nor any District Party shall have any claim, right or defense against Foundation or any Foundation Party (excepting from the latter, for purposes of this Section 6.13 only, and for purposes of the District's pursuing contractual warranties assigned to the District only, the Foundation's contractors and subcontractors performing Foundation's Work) with respect to, in connection with or arising out of the value, design, condition, merchantability or fitness (whether for use or for a particular purpose) of the

Foundation's Work. The Foundation shall, as required under Section 11.1.2, assign to the District, upon Substantial Completion, and to the extent permitted without the consent of the warranting parties, all contractual warranties provided with respect to any constituent element of the Premises.

6.14 Dispute Resolution. If the Foundation and the District shall disagree with respect to any matter covered in this ARTICLE VI, and the Parties are unable to reach agreement thereon within five (5) Business Days, such dispute may be submitted by either Party to arbitration for expedited proceedings under the Fast Track Procedures provisions (currently, Rules F-1 through F-13) of the Arbitration Rules of the Construction Industry of the American Arbitration Association (the "AAA"), with both Parties agreeing to waive the \$75,000 qualification in such rules. In any case where the Parties utilize such expedited arbitration: (i) the Parties may not object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with Rule F-4 (except that any objection shall be made within five (5) Business Days from transmission of the list), (ii) the Notice of Hearing shall be given at least ten (10) Business Days in advance of the hearing, (iii) the first hearing shall be held within ten (10) Business Days after the appointment of the arbitrator, and (iv) each Party in such arbitration shall pay its own attorneys' fees and other costs of such arbitration and the losing Party shall pay the costs charged by the AAA and/or the arbitrator. Judgment upon any award rendered in any arbitration held pursuant to this Section 6.14 may be entered in any court having jurisdiction, and in connection therewith, the arbitrators shall be bound by the provisions of this Agreement, and shall not add to, subtract from or otherwise modify such provisions. Prior written notice of application by either Party for arbitration shall be given to the other at least ten (10) Business Days before filing of any demand for arbitration hereunder. Any award of an arbitrator rendered hereunder shall be subject to confirmation and entry of judgment thereon in any court of competent jurisdiction sitting in Phoenix, Arizona, and the Parties hereby consent to the jurisdiction of such court. The costs and administration expenses of each arbitration hereunder and their apportionment between the Parties shall be borne equally by the Parties, and each Party shall be responsible for its own attorneys' fees and expert witness fees. In connection with the foregoing, it is expressly understood and agreed that the Parties shall continue to perform their respective obligations under this Agreement during the pending of any such arbitration proceeding hereunder (with any adjustments or reallocations to be made on account of such continued performance as determined by the arbitrator in his or her award). Disputes and disagreements as to which either or both of the Issuer and the Bond Trustee are party shall be resolved as set forth in the Indenture.

ARTICLE VII

Compliance with Legal Requirements; Reporting Requirements and Covenants

7.1 Foundation's Compliance with Legal Requirements; Reporting Requirements and Covenants. As of the Commencement Date, the Foundation shall deliver the Premises to the District with the Premises and the Foundation's Work (to the extent then completed) in compliance in all material respects with all of the following, as applicable to the Premises: building restrictions and regulations; zoning laws; ordinances, resolutions and regulations of the municipality in which the Land lies; existing orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority now or hereafter having jurisdiction over the Premises; and the terms, covenants, and conditions of the Bond Documents.

7.2 Notices. The District shall give prompt written notice to the Foundation and the Bond Trustee of any notice it receives of the violation of (i) any Legal Requirement with respect to the Premises or the use or occupation thereof or (ii) any term, covenant, or condition of the Bond Documents.

7.3 District's Compliance with Legal Requirements. The District shall throughout the Term of this Agreement, at the District's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all of the following, as applicable to the Premises, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, unless due to the Foundation's breach of its obligations hereunder: building restrictions and regulations; zoning laws; ordinances, resolutions and regulations of the municipality in which the Land lies; existing orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority now or hereafter having jurisdiction over the Premises; as well as any violation of any term, covenant, or condition of any Bond Documents (to the extent that cure may be permitted thereunder, and subject in any event to the provisions of Section 3.1.1). Without limiting the generality of the foregoing, it is specifically agreed that District shall comply with all Legal Requirements and Insurance Requirements that require the installation, modification, addition, change, alteration, repair, replacement or maintenance of any fire-rated partition, gas, smoke, or fire or smoke detectors or heat sensors or alarm or any sprinkler, fire extinguishers or other system to extinguish fires. However, the District need not comply with any such Legal Requirements so long as the District shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with Section 7.4.

7.4 Contest of Legal Requirements. The District, at its expense, after notice to the Foundation, may initiate a contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Legal Requirement; *provided* that (i) the Foundation shall not be subject to criminal penalty or to prosecution for a crime, or any other fine or charge, nor shall the Premises or the Buildings, or any part thereof, be subject to being condemned or vacated, nor shall the Buildings or the Premises, or any part thereof, be subjected to any lien or encumbrance, by reason of non-compliance or otherwise by reason of such contest; (ii) before the commencement of such contest, the District shall furnish to the Foundation security in amount, form and substance satisfactory to the Foundation and shall indemnify the Foundation against the cost thereof and against all liability for damages, interest, penalties and expenses (including reasonable attorneys' fees and expenses), resulting from or incurred in connection with such contest or non-compliance; (iii) such noncompliance or contest shall not prevent the Foundation from obtaining any permits, certificates of occupancy, licenses, amendments or renewals thereof in connection with the operation of or alterations to the Buildings; and (iv) District shall keep the Foundation advised as to the status of such proceedings. The District shall indemnify and hold the Foundation, all Foundation Parties, the Issuer, and all Issuer Indemnified Parties (as defined in the Loan Agreement) harmless from and against all loss, cost, liability and expense arising from or in any way related to the District's initiating a contest of any Legal Requirement.

7.5 Compliance with Bond Documents. The District understands that the Premises have been or shall be financed with the proceeds of the Bonds, and thus are subject to all terms, covenants, and conditions of the Bond Documents. Accordingly, the District shall during the Term, and at the District's sole cost and expense, fully cooperate with the Foundation, the Issuer, and the Bond Trustee to the full extent reasonably necessary to assure timely compliance with all

requirements of the Bond Documents. Without in any way limiting the District's obligation hereunder, the District's duty hereunder shall include undertaking such actions, disclosures, and deliveries as may be necessary (i) to permit full compliance with all requirements of the Continuing Disclosure Agreement and (ii) to permit timely delivery of any annual compliance certificate required by the Loan Agreement.

7.6 Restrictions on Nongovernmental Use. The District hereby covenants as follows: (i) that no portion of the proceeds of the Bonds will be used directly or indirectly in a trade or business carried on by any person other than a governmental unit (such trade or business use being known as a "**Private Business Use**"); (ii) that a portion of the payments under this Agreement used to pay principal or interest on the Bonds will not directly or indirectly (a) be secured by any interest in property used or to be used for a Private Business Use, or payments in respect of property used or to be used for a Private Business Use or (b) be derived from payments in respect of property or borrowed money used or to be used for a Private Business Use; (iii) that the District will not lease or otherwise permit others to use any portion of the Premises, whether pursuant to a sublease, management contract or, otherwise, if the property to be leased or otherwise used, when aggregated with other financed property then subject to sublease or other such use, represents more than five percent (5%) of the proceeds of the Bonds, unless prior to such sublease or other permitted use the District obtains an opinion of bond counsel to the effect that the proposed sublease or other permitted use will not adversely affect the validity or tax-exempt status of the Bonds; and (iv) that the District will not take any action that would cause more than five percent (5%) of the proceeds of the Bonds to be loaned, directly or indirectly, in whole or in part, to any other person.

7.7 Restrictions on Management. The District further covenants that the District's use of the Premises shall not involve any use or management of the Premises by any third parties except only such use or management as may be (i) required or permitted by this Agreement or (ii) undertaken with the written consent of the Foundation; provided, however, that such use or management shall conform with (A) the requirements of Revenue Procedure 97-13 and (B) applicable regulations of the United States Department of the Treasury.

ARTICLE VIII Indemnity and Insurance

8.1 Indemnification. Except to the extent resulting from any willfully wrongful act or omission of the Foundation or of any Foundation Party (excepting from the definition of "Foundation Party," for purposes of this Section 8.1 only, and for purposes of the District's pursuing contractual warranties assigned to the District only, the Foundation's contractors and subcontractors performing Foundation's Work), the District shall indemnify, defend, save and hold harmless the Foundation and all other Foundation Parties for, from, and against any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs) incurred in connection with or arising from any of the following: (a) the use, condition, operation or occupancy of the Premises by the District or any District Party, including, but not limited to, the presence of any Dangerous Condition; (b) any activity, work, or thing done, or permitted or suffered by or through the District or any District Party in or about the Premises; (c) any acts, omissions, or negligence of the District or any District Party; (d) any claim of any students, staff, employees or other invitees of

the District or any District Party, including claims alleging breach or violation of such person's civil or legal rights; (e) any breach, violation, or nonperformance by the District or any District Party, of any term, covenant, or provision of this Agreement or any Legal Requirement; (f) any injury or damage to the person, property or business of the District or any District Party, or any other person entering upon the Premises under the express or implied invitation of the District; (g) any accident, injury to or death of persons or loss or damage to any item of property occurring at the Premises resulting from any act or omission of the District or any District Party; (h) any liability arising under or in connection with Section 3.07 of the Loan Agreement; and (i) any Liabilities (as defined in the Loan Agreement) arising under or in connection with Section 8.06(b) of the Loan Agreement, to the extent relating to any of the District's proceedings, representations, and inducements thereunder. If any action or proceeding is brought against the Foundation or any Foundation Party by reason of any such indemnified claim as set forth above, the District, upon notice from the Foundation, will defend the claim at the District's sole cost and expense with counsel reasonably satisfactory to the Foundation. If the Foundation reasonably determines that the interests of the Foundation or such Foundation Party and the interests of the District in any such action or proceeding are not substantially the same and that the District's counsel cannot adequately represent the interests of the Foundation or such Foundation Party with respect to such indemnified claim as set forth above, the Foundation shall have the right to hire separate counsel in any such action or proceeding and the costs and expenses thereof, including all reasonable attorneys' fees and expenses, shall be paid for by the District. The Foundation shall indemnify, defend and hold harmless the District for, from, and against all losses, claims, expenses (including reasonable attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring at the Premises as a direct result of the willfully wrongful act or omission of the Foundation or any Foundation Party. The foregoing indemnities shall survive the expiration or earlier termination of this Agreement.

8.2 District's Insurance.

8.2.1 The District covenants and agrees that from and after the Commencement Date and during the Term of this Agreement and thereafter so long as the District is in occupancy of any part of the Premises or such longer period as specified herein, the District shall carry and maintain with the Arizona School Risk Retention Trust, Inc., at the District's sole cost and expense, the following types of insurance, naming the Foundation, the Developer, the Bond Trustee, and the Issuer as additional insured(s) or loss payee(s), as applicable, in the amounts specified and in the forms hereinafter provided ("**District's Insurance Requirements**"):

(a) Commercial General Liability. The District shall obtain and maintain Commercial General Liability and Umbrella Liability insurance on the broadest forms available for similar risks, written on an "occurrence policy form," against all claims for bodily injury, disease or death, property damage, personal injury, facilities operations, products and completed operations, consultants and independent contractors and contractual liability in an amount of not less than \$10,000,000 arising out of any one occurrence and \$10,000,000 in the annual aggregate, per location. Such insurance may be provided under a primary and an umbrella policy or policies. If liability coverage for the Premises is included under any blanket policy written on an aggregate form, then the annual aggregate limit of insurance applying solely to the Premises must not be less than \$10,000,000. The policy must include coverage for molestation and sexual abuse (unless provided under the professional liability policy required in this Section) and coverage for sports and athletic participation if applicable. The policy must include as insureds the District's employees, volunteers and directors. The policy shall be endorsed to include, as additional

insureds and/or loss payees (as appropriate), on a primary and non-contributory basis, the Foundation, its managers, members, directors, officers, employees, agents, affiliates, successors and assigns, the Bond Trustee, and the Issuer. The District shall maintain the commercial general liability coverage as specified herein for a minimum of one year after termination of this Agreement.

(b) Worker's Compensation / Employer's Liability. The District shall obtain and maintain Worker's Compensation insurance to the extent required and in the amounts required by applicable Legal Requirements covering the District and its employees, as well as employer's liability insurance in the amount of \$2,000,000 per accident, \$2,000,000 per illness (per employee) and \$2,000,000 per illness (aggregate). If the District uses borrowed employees (including employees from a temporary employment agency) to perform services, it shall require the primary employer to provide an alternate employer endorsement showing the District in the schedule as the alternate employer. The Workers' Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against the Foundation, and all other Foundation Parties, the Bond Trustee, and the Issuer.

(c) Commercial Automobile Liability Insurance. The District shall obtain and maintain Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with the District's operations in the amount of \$10,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of the District who utilize personal vehicles within the course and scope of their employment or service.

(d) Excess Liability Insurance. The District shall obtain and maintain Excess Liability insurance, whether in one or more tiers, which shall (in the aggregate) increase by \$25,000,000 per occurrence and \$25,000,000 aggregate the limits of the District's Commercial General Liability, Commercial Automobile Liability, and Employer's Liability Policies required hereunder, and which shall provide coverages following form and as broad as the underlying Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies. The specified limits shall not be impaired by exhaustion of the aggregate.

(e) Educators Liability Insurance. The District shall obtain and maintain Educators Liability insurance (errors and omissions) with limits of insurance no less than \$150,000 per claim and \$300,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal antidiscrimination laws, except that the District may instead elect to provide coverage for losses that arise out of local, state, or federal antidiscrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than \$150,000 per claim, and \$300,000 in the aggregate. The District shall maintain the insurance required in this subsection for a minimum of three years after termination of this Agreement.

(f) Crime / Employee Theft. The District shall obtain and keep in force a Crime / Employee Theft insurance policy covering its employees, volunteers and the acts of any third party vendor or contractor that otherwise might have the opportunity to misappropriate the District's property or funds, with limits of not less than \$500,000 per occurrence.

(g) Personal Property Insurance. The District shall obtain and maintain insurance coverage on all of the District's Removable Property. Such insurance shall be full replacement cost coverage with a deductible not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by the District for the repair or replacement of the District's Removable Property. The District shall provide Foundation with written evidence that such insurance is in force no later than three (3) Business Days before the Commencement Date.

(h) Other. In addition, the District shall obtain and maintain the following coverages:

(i) Student Accident Insurance in an amount of not less than \$10,000 per occurrence;

(ii) Directors' and Officers' Insurance in an amount of not less than \$1,000,000 per occurrence; and

(iii) Any other commercially reasonable insurance types or amounts that the Foundation or the Bond Trustee requires.

8.2.2 Blanket Policies. The District may maintain any of its required insurance coverages under blanket policies of insurance covering said Premises and other facilities of District, or companies affiliated with the District, provided that any such policy shall in all other respects comply with the requirements of this Agreement.

8.2.3 District's Policies and/or Certificates of Insurance. Each policy may not have more than a \$25,000 deductible or retention for any occurrence, except for mandatory deductibles or retentions where required under local regulations, or when required by insurers for specific catastrophic perils. The District shall obtain, before the expiration date of each such policy, original policies (or renewals or extensions of the insurance afforded thereby), certified duplicates thereof or certificates thereof (together with copies of endorsements for each additional insured) acceptable to the Foundation. The above mentioned policies, and proof of payment of all premiums therefor, are to be provided to Foundation at least five (5) Business Days before the Commencement Date and at least annually thereafter or as requested by the Foundation. Each such policy shall provide that Foundation be given written notice at least five (5) Business Days before the expiration, material alteration, cancellation or non-renewal of any policies, and that any loss otherwise payable to them thereunder shall be paid notwithstanding any act or negligence on their part or that of the District which might, absent such provision, result in a forfeiture of all or part of such insurance payment. If District fails to furnish said notice or policies as provided in this Agreement, and at the times herein provided, Foundation may obtain such insurance and the premiums on such insurance shall be deemed to be Additional Use Fee to be paid to the Foundation upon demand. District shall be responsible for the cost of any and all premiums on all such insurance to be carried by the District. Final insurance policies shall be delivered to the following:

EFDS Management Services, LLC
11811 N Tatum Boulevard
Suite 3031
Phoenix, Arizona 85028
Attention: Mr. Gary Aller

8.3 Foundation's Insurance.

8.3.1 From and after the Commencement Date, the Foundation shall obtain and maintain property insurance on an "All Risk" basis and for such other insurable hazards as, under good insurance practices, are insured against for other property and buildings similar to the Premises in nature, use, location, height, and type of construction (the "**Foundation's Insurance**"). Such policy shall include all standard perils including wind. The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost without depreciation of the Premises. Such insurance policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such insurance shall cover mechanical breakdown and testing, increased cost of Legal Requirements, insurance, costs of demolition and increased cost of construction as well as use loss and business interruption coverage, including, business income and extra expense, for an extended period of indemnity of at least twelve (12) months. During the period of any construction, repair, renovation, restoration or replacement of improvements comprising the Premises and occurring after the Commencement Date, the Foundation shall obtain and maintain, at the District's expense (including, without limitation, deductibles), a completed value "All Risk" Builder's Risk Insurance policy for the full replacement cost of the Premises (including upgrades and any leasehold improvements but excluding the District's Removable Property and Alterations made by the District). The policy is to be written on a non-reporting basis, and in an amount not less than the total value of the Premises (less the value of such uninsurable items as land, site preparation, grading, paving, and parking lots). Such policy may not contain a permission to occupy limitation. The policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such policy may not have exclusions for sidewalks, retaining walls or underground property. The policy must not contain any "Protective Safeguard" endorsements limiting coverage. Coverage shall be provided for against the standard perils. Such policy shall include coverage for mechanical breakdown and testing, collapse, expediting expenses, demolition and increased cost of construction (for renovation and/or additions to existing structures), water damage, and permission for partial occupancy.

8.3.2 The District shall pay to Foundation, as Additional Use Fee, an amount equal to the premiums for the insurance coverages which the Foundation maintains pursuant to this ARTICLE VIII attributable to each calendar year during the Term (the "**Premiums**"), such amount to be apportioned for any portion of a calendar year in which the Commencement Date falls or the Term expires. Upon a casualty, the District shall immediately pay to Foundation the applicable deductible under the insurance which the Foundation is to or may obtain pursuant to this ARTICLE VIII.

8.3.3 Estimated payments by the District on account of the Premiums shall be made on the first Business Day of each and every calendar month during the Term of this Agreement, in the fashion herein provided for the payment of the Base Use Fee. The monthly amount so to be paid to the Foundation shall be sufficient to provide the Foundation by the time Premiums are due with a sum equal to the District's required payment, as reasonably estimated by the Foundation from time to time, on account of the Premiums for the then current calendar year. Promptly after receipt by the Foundation of bills for such Premiums, the Foundation shall advise the District of the amount thereof and the computation of the District's total payment due on

account thereof. If estimated payments theretofore made by District for the calendar year covered by such bills exceed the required payment on account thereof for such calendar year, the Foundation shall credit the amount of overpayment against subsequent obligations of the District on account of the Premiums (or promptly refund such overpayment if the Term of this Agreement has ended and the District has no further obligation to Foundation); but if the required payments on account thereof for such calendar year are greater than estimated payments theretofore made on account thereof for such calendar year, the District shall pay the difference to Foundation within twenty (20) Business Days after being so advised by Foundation, and the obligation to make such payment for any period within the Term shall survive expiration of the Term.

8.3.4 The Foundation shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises as required by this Agreement.

8.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained elsewhere in this Agreement, neither the Foundation nor the District shall be liable to the other Party or to any insurance company insuring the other Party by way of subrogated rights or otherwise, for any loss or damage caused by fire or any other hazard or peril covered by fire or extended coverage or all risk insurance or required to be covered by the insurance coverages under this Agreement, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of such Party, its agents or employees.

8.5 District's Risk; Foundation Not Responsible for Acts of Others. The District agrees to use and occupy the Premises at District's own risk. The Foundation shall not be liable to District or any other District Party for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to District's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs or construction to any portion of the Premises. Nor shall the Foundation be liable to the District or any other District Party for any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes or plumbing fixtures at the Premises, or from the roof, street, subsurface or from any other place, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises. Notwithstanding the foregoing, however, Foundation shall in no event be exonerated from any liability to the District or any other District Party, for any injury, loss, damage or liability to the extent such exoneration is prohibited by law. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk and hazard of the District, and neither the Foundation nor any Foundation Party nor Foundation's insurers shall in any manner be held responsible therefor, and in no event shall the Foundation, or any other Foundation Party (excepting from the latter, for purposes of this Section 8.5 only, and for purposes of the District's pursuing contractual warranties assigned to the District only, the Foundation's contractors and subcontractors performing Foundation's Work) have any liability to the District or any District Party based on any loss with respect to or interruption in the operation of District's business. The provisions of this Section 8.5 shall be applicable from and after the Commencement Date of this Agreement and until the end of the Term of this Agreement, and during such further period as District may use or be in occupancy of any part of the Premises. Foundation shall not be responsible or liable to the District, or any District Party for any loss or damage to persons or property resulting from the negligence, acts or omissions of persons occupying space adjoining or adjacent to the Premises, or connected to the

Premises, or occupying any other part of the Buildings, or of any of their respective agents, employees, contractors, invitees or customers, including, without limitation, caused by breaking or falling of electrical cables and wires, or the breaking, bursting, stoppage or leakage of water, gas, sewer or steam pipes.

ARTICLE IX

Alterations

9.1 Alterations. Except as hereinafter provided, after completion of the Foundation's Work in accordance with the Plans and Specifications, the District shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter "**Alterations**") without the prior written consent of the Foundation, which shall not be unreasonably withheld or delayed. If the Foundation fails to respond to a request for approval within five (5) Business Days of District's request, then District's written request shall be deemed disapproved by the Foundation.

9.1.1 Notwithstanding the provision above, the District shall have the right to make from time to time, at its expense, non-structural Alterations to the interior of the Premises without obtaining the Foundation's consent ("**Permitted Alterations**"); *provided however*, that such Alterations are not Material Alterations, provided further that the District notifies the Foundation of the intended Alterations to the interior of the Premises in reasonable detail, together with an estimate of the cost thereof, at least ten (10) Business Days before its commencement of such Permitted Alterations. All Alterations made by or for the District shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements.

9.1.2 Alterations that (i) cost in excess of \$25,000 or (ii) are not in compliance with Legal Requirements or Insurance Requirements, or (iii) in the Foundation's sole judgment, affect the Building Systems, the structural integrity of the Buildings or any part thereof, or the exterior of the Buildings or other structures at the Premises shall be deemed "**Material Alterations**" and shall not be performed without the prior written consent of the Foundation, which consent shall be granted or withheld in Foundation's sole and absolute discretion.

9.1.3 If the Foundation requires the District to remove a Material Alteration at the expiration of the Agreement, the Foundation shall notify the District of this election simultaneously with Foundation's grant of approval of such Material Alteration. All Alterations, additions and improvements to the Premises (including fixtures and equipment) made by or for the District shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements and Insurance Requirements. Furthermore, any Alterations in or to the mechanical, electrical, plumbing, sanitary, heating, air conditioning, ventilation, life safety or other systems of the Buildings, or to or affecting the roof or any other structural part of the Buildings, shall (subject to Legal Requirements) be performed only by contractor(s) engaged by the Foundation, the reasonable cost and expense of which shall be paid by the District as Additional Use Fee.

9.2 Review and Approval Solely for District's Benefit. The District agrees that any review or approval by the Foundation of the District's Alteration plans is solely for the District's benefit, and without any representation or warranty whatsoever by the Foundation to the District with respect to the adequacy, correctness or efficiency thereof or otherwise.

9.3 District's Obligation to Furnish Documents to Foundation. The District, at its expense, shall obtain (and furnish true and complete copies to the Foundation of) all necessary governmental permits and certificates for the performance of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, with all Legal Requirements and Insurance Requirements, and with the plans and specifications submitted to, and approved by the Foundation pursuant to Section 9.1. Alterations shall be performed in such manner as not to impose any additional expense upon the Foundation in the construction, maintenance, repair or operation of the Buildings, and if any such additional expense shall be incurred by the Foundation as a result of the District's performance of Alterations, the District shall pay such additional expense upon demand as Additional Use Fee. Throughout the performance of Alterations, the District, at its expense, shall carry, or cause to be carried, worker's compensation insurance in statutory limits, employer's liability insurance, disability benefits insurance, property insurance, builder's risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises, and covering construction subcontractors and materialmen to be employed by the District, under which the Foundation shall be named as additional insured, in such limits as the Foundation may reasonably require, with insurers reasonably satisfactory to the Foundation. The District shall furnish the Foundation with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

9.4 Notice of Violations. The District, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to the District, or any District Parties which shall be issued by any public authority having or asserting jurisdiction. However, nothing herein contained shall prevent the District from contesting, in good faith and at its own expense, any notice of violation; *provided* neither the Foundation nor the Premises is adversely affected thereby.

9.5 "As-Built" Drawings. The District shall promptly upon the completion of a Material Alteration deliver to the Foundation final "as-built" drawings certified by the District's architect of any Alterations the District has performed or caused to be performed in the Premises, and upon the Foundation's request the District shall furnish updated drawings and specifications, if any, for Alterations in progress.

9.6 Liens. The District shall cause all contractors performing, and suppliers supplying materials for, Alterations shall be paid in full, so that the Premises and the Buildings shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. In addition, the Foundation shall have the right at all times to post and maintain upon the Premises such notices as may be necessary or desirable to keep the Premises and the Foundation free of lien from any mechanic, laborer, materialman, supplier or vendor.

9.6.1 Any mechanic's lien filed against the Premises for work claimed to have been done for, or for materials claimed to have been furnished to, the District shall be discharged by the District within fifteen (15) Business Days after such filing, by payment, filing of the bond required by law or otherwise, and the District shall provide satisfactory proof of such discharge to the Foundation. In default thereof, the Foundation may, upon ten (10) Business Days prior notice to the District, discharge any such mechanic's lien, by bond or payment, or otherwise, and the cost thereof shall be paid by the District to the Foundation within ten (10) Business Days after demand.

Notice is hereby given that the Foundation shall not be liable for any labor or materials furnished or to be furnished to the District upon credit, and that no mechanic's lien or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of the Foundation in and to the Premises. The District shall indemnify and hold the Foundation and all other Foundation Parties harmless for, from, and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any alterations, additions or improvements by or on behalf of the District to the Premises under this Section, which obligation shall survive the expiration or termination of this Agreement.

The District's Removable Property shall be fully paid for by the District in cash and shall not be subject to conditional bills of sale, security interests, chattel mortgages or other title retention agreements.

9.7 Insurance. During any design and construction (i) of any Alterations or (ii) involving District's Removable Property, the District shall require that all of its contractors engaged in such design and construction maintain at least the following coverages (all of which shall include the Foundation and, if requested by the Foundation, the Bond Trustee and the Issuer as additional insureds):

9.7.1 Property insurance written on an "all risk" builders risk or equivalent policy form for the full replacement cost of the Alterations and the District's Removable Property, and with deductibles not in excess of commercially reasonable amounts.

9.7.2 Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage and products and completed operations of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Limits shall apply on a per project basis.

9.7.3 Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering the District and its employees, as well as employer's liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 per illness (per employee), and \$1,000,000 per illness (aggregate). If borrowed employees are used (including employees from a temporary employment agency) to perform services, the insured shall require the primary employer to provide an alternate employer endorsement showing the insured in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against the Foundation, all other Foundation Parties, and the Bond Trustee

9.7.4 Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with the District and/or its contractors or subcontractors' operations in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of the District and/or its contractors and subcontractors who use personal vehicles within the course and scope of their employment or service.

9.8 Removal of Rubbish. The District, at its sole cost and expense, shall remove and dispose (in accordance with all Legal Requirements and Rules and Regulations) all rubbish arising from the District's Alterations.

ARTICLE X
Foundation's and District's Removable Property

10.1 Foundation's Property. Other than District's Removable Property, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, including the Foundation's Work (of which all Qualified Improvements shall be a part), whether or not by or at the expense of the District, shall be and remain a part of the Premises, shall, upon the expiration or sooner termination of this Agreement, be deemed the property of the Foundation and may not be removed by the District ("**Foundation's Property**").

10.2 District's Removable Property. All of the District's Removable Property shall be and shall remain the property of the District and may be removed by the District at any time during the Term; *provided*, that if any of the District's Removable Property is removed, the District shall repair or pay the cost of repairing any damage to the Premises or to the Buildings resulting from the installation and/or removal thereof.

10.3 Timing of Removal of District's Removable Property. On or before the Expiration Date (or earlier termination of this Agreement, as the case may be), the District, at its expense, shall remove from the Premises all of the District's Removable Property (except such items thereof as Foundation shall have expressly permitted to remain, which property shall become the property of Foundation), and the District shall repair any damage to the Premises or the Buildings resulting from removal of the District's Removable Property.

10.4 Abandoned Property. Any other items of the District's Removable Property which shall remain in the Premises after the Expiration Date, or within ten (10) Business Days following an earlier termination of this Agreement, may at the option of the Foundation be deemed abandoned, and in such case such items may either be retained by the Foundation as its property or disposed of by the Foundation, without accountability, in such manner as Foundation shall determine, at the District's expense.

ARTICLE XI
Repairs and Maintenance

11.1 District's Obligations.

11.1.1 Except only for completion of Foundation's Work, the District shall, at its expense, throughout the Term, maintain in good order; condition and repair all of the Premises (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to the District, and whether or not the need for such repairs occurs as a result of the District's use, any prior use, or the elements or the age of such portion of the Premises), including, but not limited to, all mechanical, electrical, plumbing, life safety (including sprinkler systems), heating, ventilation, and air conditioning systems of the Buildings (the "**Building Systems**"), boilers, pressure vessels, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. The District shall also keep the roof and roof drainage clean and free of debris. The District, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Without limiting the foregoing, the District specifically agrees that the

District and Foundation timely shall (i) jointly inspect and consider all capital repairs and replacements itemized on the Capital Repairs Checklist set forth on the Attachment 11.1.1 attached to and made a part of this Agreement, and (ii) jointly determine whether, given then-prevailing best practices, any or all of the itemized capital repairs and replacements shall then be undertaken. The District's obligations under this Section 11.1 shall also include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. The District shall, during the Term, keep the exterior appearance of the improvements at the Premises in a first class condition (including, e.g., graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity and the District shall surrender the Premises, at the end of the Term, in such condition, reasonable wear and tear excepted; provided, however, that the District has engaged in good maintenance and preventative maintenance practices and the District shall be obligated to replace worn out items. The District shall be responsible for the cost of repairs which may be made necessary by reason of damage to the Buildings caused by any act or neglect of the District or any District Party (including any damage by fire or other casualty arising therefrom). All of such repairs and replacements shall be of good quality sufficient for the proper maintenance and operation of the Premises, and shall be constructed and installed in compliance with Legal Requirements and Insurance Requirements.

While the District shall duly observe and perform all of its obligations under this Section 11.1.1 at its sole cost and expense, the Capital Repairs Fund constituted under Section 3.4 shall, subject in every instance to the terms and conditions of the Bond Documents, be available to the District with respect to costs and expenses incurred in performing its obligations under this Section, including, without limitation, the capital repairs and replacements itemized on the Capital Repairs Checklist set forth on Attachment 11.1.1.

11.1.2 Upon Substantial Completion, the Foundation shall assign to the District, to the extent permitted without the consent of the warranting parties, all contractual warranties provided with respect to any constituent element of the Premises. The District may not, in the course of any repair, maintenance or construction, invalidate any of the warranties for the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems.

11.1.3 The District may not permit the accumulation of waste or refuse matter, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any insurance policies or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. The District may not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by Legal Requirements. Foundation reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

11.1.4 If repairs, maintenance or other work is required to be made by the District pursuant to the terms of this Agreement, and the District fails to commence the repairs and/or other obligations and diligently prosecute such repairs and/or obligations to completion, upon not less than ten (10) Business Days' prior written notice (except that no notice shall be required in the event of an emergency), the Foundation may make or cause such repairs to be made or such obligations to be performed (but shall not be required to do so), and all costs incurred by the Foundation in connection therewith shall be paid by the District to the Foundation on demand and

shall be Additional Use Fee. The Foundation shall not be responsible to the District for any loss or damage whatsoever that may accrue to the District by reason of the Foundation's making such repairs.

11.1.5 The District alone shall be responsible for security measures at the Premises. The District acknowledges that the Foundation has not undertaken any duty whatsoever to provide security for the Premises and, accordingly, the Foundation is not responsible for the security of same or the protection of the District's property or the District's employees, invitees, students, parents, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent the District determines that such security or protection services are advisable or necessary, the District shall arrange for and pay the costs of providing same. The Foundation shall have no responsibility to prevent, and shall not be liable to the District for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and the District hereby releases the Foundation and all other Foundation Parties from all liabilities for such losses, damages or injury, regardless of the cause thereof.

11.2 Foundation's Liability. The Foundation shall not, in any event, be responsible to the District for any condition in the Premises or the Buildings caused by any act or neglect of the District or any District Party. Nor shall the Foundation be responsible to make any improvements or repairs to the Buildings other than as expressly provided in this Agreement.

11.3 Interruption. The Foundation shall have no liability to the District, nor shall the District's covenants and obligations under this Agreement be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury arising from the Foundation's making any repairs, replacements or changes which the Foundation is required or permitted by this Agreement, or required by applicable Legal Requirements or Insurance Requirements, to make in or to the fixtures, equipment or appurtenances of the Buildings or the Premises. The Foundation shall not be responsible in any manner for any suspension, interruption or curtailment of any services or utilities to the Premises, regardless of the cause thereof, and no such suspension, interruption or curtailment shall give rise to any claim for abatement of any Use Fee or other compensation to the District from the Foundation, nor shall the District claim any direct, indirect or consequential damages or constructive eviction on account thereof, nor shall this Agreement or any obligation of the District be affected thereby. The District hereby expressly waives any and all rights of Use Fee abatement or other remedies on account of any untenantability, and the District's sole right and remedy shall be as set forth in Section 21.5 of this Agreement.

ARTICLE XII

Utilities

12.1 Procurement and Payment of Utilities. The District shall be responsible to procure the supply of any and all utilities necessary for the District's use and occupation of the Premises and, subject to the performance of the Foundation's Work and the Foundation's express obligations under ARTICLE XI, the Foundation will have absolutely no responsibility or obligation to provide any utility or other service to the Premises. The District shall contract for, in its own name, and shall pay all taxes, assessments, charges/deposits, fees and bills for utilities including, without limitation, charges for water, gas, oil, sanitary and storm sewer, electricity, steam, telephone service, trash collection, internet access, cable television or satellite service, and

all other utilities that may be charged against any occupant or user of the Improvements during the Term. The District shall at all times maintain that amount of heat necessary to ensure against the freezing of water lines. The District shall indemnify, defend, save and hold the Foundation harmless for, from, and against any and all claims, liability or damages, including, but not limited to, claims based upon the District's failure to pay any fees or other charges for utility services supplied to the Premises, or damages to the utility systems and the Premises, that may result from the District's failure to maintain sufficient heat in the Premises. All charges for utilities or services at the Premises before the Use Fee Commencement Date and after the expiration or earlier termination of the Agreement shall be payable by Foundation.

12.2 Capacity. The District shall use best efforts such that its use of electric current shall not exceed the capacity of the then existing feeders to the Buildings or the risers or wiring installations serving the Premises. Any additional electrical capacity and any risers, feeders or other equipment or service proper or necessary to supply the District's electrical requirements, shall, upon written request of the District, be installed by Foundation at the expense of the District, if in the Foundation's reasonable judgment any additional capacity required is then available in the Buildings, the installations are necessary and will not cause permanent damage or injury to the Buildings or the Premises, or cause or create a dangerous or hazardous condition, or entail excessive or unreasonable alterations, repairs or expense.

12.3 Interruption. The Foundation shall not be liable to the District for any loss, damage or expense which the District may sustain or incur if (i) the supply of electricity or other service or utility to the Premises is temporarily interrupted, or (ii) the quantity or character of the electric service is changed or is no longer available or suitable for the District's requirements.

ARTICLE XIII Foundation's Services

13.1 Foundation's Obligation. Upon the completion of the Foundation's Work, the Foundation shall have no obligation to furnish to the Premises any cleaning services, electric energy, water, heat, air-conditioning, ventilation, gas or any other service or utility. The District shall obtain heat, air-conditioning, ventilation, gas and any other services or utilities required by the District at the District's sole cost and expense and in compliance with the applicable provisions of (i) all Legal Requirements and Insurance Requirements, (ii) the rules and regulations of any public utility or other company furnishing such service or utility, and (iii) this Agreement.

13.2 Triple Net Obligation. It is understood and agreed by the Parties that this Agreement is considered and intended to be a "triple net" obligation, providing and yielding to the Foundation (and to third parties, as applicable), after the Use Fee Commencement Date, payment of all Use Fee as and when due hereunder absolutely free and net of all expenses, costs and charges allocable to the Term which are in any manner associated with the ownership, operation, use, management, repair, maintenance, and insuring of the Premises, and the District hereby agrees to be absolutely responsible for all costs, expenses, taxes and charges relating to its use and occupancy of the Premises during the period of its use and occupancy, unless otherwise provided herein.

13.3 Foundation's Rights of Access. After reasonable notice (except in emergencies when no such notice shall be required), which may be by telephone or e-mail, the Foundation, its

agents and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or alterations to the Premises, (iv) to make repairs or perform other obligations if the District fails to do so as required hereunder (but the Foundation shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this Agreement), (v) to deal with emergencies, (vi) to post such notices as may be permitted under Section 9.6, (vii) to exhibit the Premises to prospective Districts during the twenty four (24) months preceding expiration of the Term and at any reasonable time during the Term to show the Premises to prospective purchasers, lessors and mortgagees, or (viii) for any other purpose as the Foundation may deem necessary or desirable; provided, however, the Foundation shall use reasonable efforts not to materially interfere with the District's use of or access to the Premises and the Foundation shall be accompanied by a designated representative of the District if and to the extent the District makes such representative available during such entry period. The District shall not be entitled to any abatement of Use Fee or other charges nor shall Foundation be deemed guilty of an eviction, actual or constructive, or any violation of the District's quiet enjoyment of the Premises on account of the Foundation's access to the Premises pursuant to the provisions of this Section 13.3 or any other provision of this Agreement or applicable Legal Requirements.

ARTICLE XIV Subordination

14.1 Subordination of Facilities Use Agreement. Subject to the terms of this ARTICLE XIV, this Agreement, and all rights of District hereunder, are and shall be subject and subordinate to the following (individually, a "Mortgage" and collectively, the "Mortgages"), whether or not such Mortgage(s) shall also cover other lands and/or buildings and/or leases, and to each and every advance made or hereafter to be made under such Mortgages, and to all renewals, extensions, modifications, and replacements of such Mortgages, and all consolidations of such Mortgages: (i) the Ground Lease; (ii) the Deed of Trust; and (iii) any other mortgage(s), deed(s) of trust, security interest(s), indenture(s) and similar encumbrance(s) to which the District may consent (which consent shall not be unreasonably withheld, conditioned, or delayed) and which may now or hereafter affect the Premises. This Section shall be self operative and no further instrument of subordination shall be required. Nonetheless, in the case of all Superior Mortgages entered into by Foundation after the Effective Date, the Foundation shall use reasonable efforts to cause the holder of any Superior Mortgage to join with the Foundation and the District in a subordination, non-disturbance and attornment agreement which, for all purposes, shall govern the subordination of this Agreement to a Superior Mortgage, and the relative rights and obligations of the District and the Mortgagee with respect to this Agreement, on such Superior Mortgagee's standard form, incorporating the comments and revisions of the District acceptable to Superior Mortgagee in its reasonable discretion. In confirmation of such subordination, the District shall promptly execute, acknowledge and deliver any instrument that the Foundation, the lessor under any such lease or the holder of any such Mortgage or any of their respective successors in interest may reasonably request to evidence such subordination. The Ground Lease, and any other ground lease to which this Agreement is, at the time referred to, subject and subordinate, is herein called "Superior Agreement" and the lessor of a Superior Agreement or its successor in interest at the time referred to, is herein called "Superior Lessor"; and the Deed of Trust, and any other Mortgage to which this Agreement is, at the time referred to, subject and

subordinate, is herein called "**Superior Mortgage**" and the holder of a Superior Mortgage, or its successor in interest at the time referred to, is herein called "**Superior Mortgagee.**"

14.2 Attornment. If any Superior Lessor or Superior Mortgagee or the nominee or designee of any Superior Lessor or Superior Mortgagee shall succeed to the rights of the Foundation under this Agreement, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then at the request of such party so succeeding to Foundation's rights (herein called "**Successor**"), the District shall attorn to and recognize such Successor as District's lessor under this Agreement and shall promptly execute and deliver any instrument that such Successor may reasonably request to evidence such attornment. Upon such attornment, this Agreement shall continue in full force and effect as a direct lease between the Successor and District upon all of the terms, conditions and covenants as are set forth in this Agreement, except that the Successor (unless formerly the Foundation under this Agreement or its nominee or designee) shall not be (i) liable in any way to the District for any act or omission, neglect or default on the part of the Foundation under this Agreement or for any claim against Foundation arising before the date on which the successor succeeded to the Foundation's interest, (ii) responsible for any monies owing by or on deposit with the Foundation to the credit of the District, (iii) subject to any counterclaim, offset or setoff which theretofore accrued to the District against the Foundation, excluding express offset rights of the District set forth in this Agreement, (iv) bound by any modification of this Agreement subsequent to such Superior Agreement or Mortgage, or by any previous prepayment of Base Use Fee or Capital Repairs Fee for more than one (1) month, which was not approved in writing by the Superior Lessor or the Superior Mortgagee thereto, (v) liable to the District beyond the Successor's interest in the Premises and the Use Fees, income, receipts, revenues, issues and profits issuing from such Premises, (vi) responsible for the performance of any work to be done by the Foundation under this Agreement to render the Premises ready for occupancy by the District, (vii) bound by any amendment or modification of such lease made without its written consent, or (viii) required to remove any person occupying the Premises or any part thereof, except if such person claims by, through or under the Successor.

14.3 Notice to Mortgagee. After receiving notice from the Foundation of any holder of a Mortgage which includes the Premises, no notice from the District to Foundation alleging any default by the Foundation shall be effective unless and until a copy of the same is given to such holder (provided the District shall have been furnished with the name and address of such holder), and the curing of any of Foundation's defaults by such holder shall be treated as performance by the Foundation.

ARTICLE XV

Occupancy

Subject to the terms and conditions of this Agreement and subject to the rights of any Superior Mortgagee or Superior Lessor, upon payment of the Prepaid Use Fee, Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee, and upon observing, keeping and performing all of the other terms and conditions of this Agreement on the District's part to be observed, kept and performed, the District shall lawfully, peaceably and quietly enjoy the Premises during the Term. The foregoing terms are in lieu of any other covenant, express or implied.

ARTICLE XVI
Assignment, Subletting and Mortgaging

16.1 Restriction on Transfer. Except as otherwise permitted in this ARTICLE XVI, the District covenants and agrees that neither this Agreement nor the term and estate hereby granted, nor any interest herein or therein, may be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, and that neither the Premises nor any part thereof may be encumbered in any manner by reason of any act or omission on the part of the District, or used or occupied or permitted to be used or occupied, by anyone other than the District, or for any use or purpose other than the Permitted Use, or be sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be offered or advertised for assignment or subletting by the District or any person acting on behalf of the District, without, in each case, (i) the prior written consent of the Foundation, which consent, except as otherwise expressly provided in this Agreement, may be withheld by the Foundation in its sole and absolute discretion, and (ii) an opinion of Bond Counsel (as defined in the Loan Agreement) to the effect that such transfer will not adversely affect the tax-exempt status of the Bonds. If this Agreement is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than the District, whether or not in violation of the terms and conditions of the Agreement, the Foundation may, at any time and from time to time, collect the Use Fees and other charges from the assignee, sublessee or occupant, and apply the net amount collected to the Use Fees and other charges herein reserved, but no such assignment, subletting, occupancy, collection or modification of any provisions of this Agreement shall be deemed a waiver of the provisions of this ARTICLE XVI, or an acceptance of the assignee, sublessee or occupant as an occupant of the Premises, or release of the District from the further performance of covenants on the part of the District to be performed hereunder.

16.1.1 If the Foundation shall consent to any proposed assignment or subletting, or shall decline to give its consent to any proposed assignment or subletting, the District shall indemnify, defend and hold harmless the Foundation against and from any and all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from any claims that may be made against the Foundation by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or subletting.

16.1.2 Notwithstanding anything to the contrary contained in this Section 16.1, the Foundation at its option shall have the right to cancel this Agreement (with the same force and effect as if the entire Term had expired by lapse of time) by written notice given to the District at any time within twenty (20) Business Days of the District's request with respect to an assignment of this Agreement or subletting of all or substantially all of the Premises, and if the Foundation elects to cancel this Agreement, the Term shall fully cease and expire on a date selected by the Foundation in its notice of cancellation (which date shall not be less than ten (10) nor more than forty (40) Business Days after the date of such cancellation notice).

16.1.3 In no event shall the District be entitled to make, nor shall the District make any claim, and the District hereby waives any claim, for money damages, nor shall the District claim any money damages by way of set-off, counterclaim or defense, based upon any claim or assertion by the District that the Foundation has unreasonably withheld or unreasonably delayed any consent or approval to a proposed assignment or subletting as provided for above, but

the District's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment.

16.2 Continuing Liability of the District. In no event shall any assignment or subletting to which the Foundation may have or may not have consented, release the District or any guarantor from its obligations under this Agreement, or constitute consent to any further assignment or subletting. Any consent by the Foundation to a particular assignment, subletting or occupancy or other act for which the Foundation's consent is required under Section 16.1 shall not in any way diminish the prohibition stated in Section 16.1 as to any further such assignment, subletting or occupancy or other act or the continuing liability of the original named the District. No assignment or subletting hereunder shall relieve the District from its obligations under this Agreement, and the District shall remain fully and primarily liable for all such obligations.

ARTICLE XVII

[Reserved]

ARTICLE XVIII

Damage or Destruction

18.1 Fire or Other Damage. The District must give the Foundation immediate notice in case the Premises are damaged by fire or other casualty.

18.1.1 If the Premises are Substantially Damaged by fire or other casualty (the term "**Substantially Damaged**" meaning damage of such a character that (i) the Premises are rendered unusable for the Permitted Use and (ii) the same cannot, in the ordinary course, reasonably be expected to be repaired within two hundred (200) Business Days from the time that repair work would commence, as determined by a contractor mutually satisfactory to the Parties), then District or Foundation shall have the right to terminate this Agreement by giving notice of such election within forty-five (45) Business Days after the occurrence of such casualty, which termination shall be effective as of the end of the Lease Year during which such casualty occurred; provided, however, that the District alone shall, at its sole cost and expense, stabilize and secure the Premises between the date of the pertinent casualty and the effective termination date at the end of the Lease Year during which such casualty occurred.

18.1.2 If this Agreement is terminated pursuant to Section 18.1.1, the Term shall be over on the specified cancellation date with the same force and effect as if such date were the date originally established as the expiration date hereof. The District shall have no obligation to pay Use Fee after the termination date of the Agreement. The District will look only to its own insurance as required by this Agreement, whether or not obtained, to recover any damages or losses suffered as a result of the damage including but not limited to early termination of the Agreement, loss of business, damage to property, trade fixtures, etc. The District releases Foundation from liability and waives right of recovery against the Foundation for all losses or damages resulting from the casualty to the extent that it would have been compensated by insurance required to be carried by the District under this Agreement. The District shall retain the proceeds of all insurance maintained by the District and allocable to the District's Removable Property, without claim by the Foundation.

18.1.3 If this Agreement is not terminated pursuant to Section 18.1.1, the proceeds of insurance carried pursuant to ARTICLE VIII ("**Insurance Proceeds**") shall be used to pay for the repair and restoration work performed pursuant to the terms hereof. If the total cost of restoring the Premises, as provided in this Article, is less than the amount of the Insurance Proceeds applicable to such restoration work, the balance of the Insurance Proceeds shall be paid to the Party responsible for maintaining such insurance upon delivery of final waivers of lien and such other documentation as may be reasonably requested by the other Party in order to confirm that such restoration work has been completed in substantial accordance with the terms hereof. If this Agreement is terminated by either Party pursuant to the terms and provisions of this Article, all Use Fees shall be prorated to the date of such termination and all Insurance Proceeds shall be retained (i) by the District if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.2 of this Agreement and (ii) by the Foundation if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.3 of this Agreement. If the total cost of restoring the Premises, as provided in this Article, shall exceed the amount of Insurance Proceeds available for such restoration (as determined by a contractor mutually satisfactory to the Parties), then the District may (but shall not be required to) provide its own funds to supplement such Insurance Proceeds, as necessary to restore the Premises. If the District shall not provide such funds, however, within twenty (20) Business Days after the pertinent determination by the contractor selected by the Parties, then the Foundation may elect to terminate this Agreement by giving notice of such election at any time within forty (40) Business Days thereafter, which termination shall be effective as of the date of such notice.

18.2 Damage without Termination. If the Premises are damaged by fire or other casualty under this ARTICLE XVIII but either (i) are not Substantially Damaged or (ii) are Substantially Damaged but this Agreement is not terminated pursuant to Section 18.1.1, then the Foundation shall thereafter promptly restore the Premises (excluding District's Removable Property and any Alterations performed by or on behalf of District) to substantially the condition they were in immediately prior to such casualty; provided, however, that the Foundation's obligation shall be limited to the amount of Insurance Proceeds available therefor, and that the Foundation shall not be obligated to commence restoration until the Foundation has received the Insurance Proceeds and the District has paid the applicable deductible to the Foundation. After any such damage or destruction, the District shall cooperate with the Foundation by removing from the Premises, within a reasonable period of time after the pertinent casualty, so much (including, if need be, all) of the District's Removable Property as may reasonably be necessary to permit the restoration required under this Section 19.2.

18.3 Tolling. Notwithstanding anything to the contrary contained in this Agreement, the Parties' respective rights to terminate this Agreement pursuant to Section 18.1 of this ARTICLE XVIII shall be tolled during the period between the District's exercise of its option to purchase the Premises pursuant to the Option Agreement and the Closing Date (as defined in the Option Agreement).

18.4 Restoration Near End of Term. If the Premises are damaged or destroyed to such an extent as to render them untenable within twenty-four (24) months of the expiration of the Term, then, the Foundation shall have the right to terminate this Agreement by giving written notice to the District within twenty (20) Business Days after the date of the casualty, which termination shall be effective as of the end of the Lease Year during which such casualty occurred; provided, however, that the District alone shall, at its sole cost and expense, stabilize

and secure the Premises between the date of the pertinent casualty and the effective termination date at the end of the Lease Year during which such casualty occurred.

ARTICLE XIX Eminent Domain

19.1 Condemnation. Except as provided in Section 19.2, if the entire Premises are taken or condemned by a legal authority, then the Term and the District's rights shall end as of the date the authority takes title to the Premises. If the Agreement is terminated, the District must deliver the Premises to the Foundation on the termination date together with all Use Fees then due.

19.2 Partial Condemnation/Continuation of Facilities Use Agreement. If less than the entire Premises is taken or condemned by a legal authority, the obligations of the Parties under this Agreement shall be unaffected unless the effect of the taking or condemnation is to render the Premises unsuitable for the Permitted Use. From and after the date of delivery of possession to the condemning authority, a just and proportionate part of the Base Use Fee and Capital Repairs Fee, according to the extent and nature of such taking, shall abate for the remainder of the term of this Agreement. The Premises shall be deemed "unsuitable for the Permitted Use" if the state or condition of the Premises has been so affected by the taking or condemnation that, in the good faith judgment of the District, reasonably exercised, the Premises cannot be operated on a commercially practicable basis as a school. If a taking or condemnation renders the Premises unsuitable for the Permitted Use, the District may terminate the Agreement as of the date of the taking, or as of the date of loss of occupancy of the condemned portion (if the date for vacating the Premises is different from the date of taking), or within twenty (20) Business Days following either the date of taking or the date of loss of occupancy of the condemned portion. If all or any part of the Premises is temporarily condemned for a period of six (6) months or less, the Parties shall be relieved from their obligations under the Agreement only to the extent performance is rendered impracticable or impossible and the District shall remain obligated to pay Use Fees and other charges due under the Agreement to Foundation for the period of such temporary taking. In the event of such a temporary taking, the entire amount of compensation payable for the temporary taking, whether paid by the condemning authority as damages, Use Fee or otherwise, shall be payable to the District, subject to the District having paid to the Foundation all Use Fees and other charges payable under the Agreement for the period of such temporary taking.

19.3 Condemnation Award. In the event of a taking or condemnation which results in a termination of this Agreement, if there is a single award, the condemnation proceeds, after deduction of the reasonable costs, expenses (including costs of experts) and attorneys' fees incurred in collection thereof ("Net Award") shall be divided between the Foundation and the District as follows: (i) first, the Foundation shall be paid out of the Net Award an amount equal to the value of the Premises (including the Foundation's interest in the Land and Building(s)) so taken, but subject to any lien, covenant, declaration, easement, cross-easement, operating agreement, right of way, encumbrance, restriction or similar right or title encumbrance with respect to the Premises, as may then be in full force and effect, and subject to this Agreement including all then unexercised Renewal Periods; (ii) second, the Foundation shall be paid out of the Net Award the total amount, if any, by which the unpaid remaining indebtedness under the Bonds may exceed the amount paid under (i), above; (iii) third, the District shall be paid out of the balance of the Net Award an amount equal to the lesser of (A) the then remaining balance of the

Net Award, or (B) the unamortized cost of Permitted Alterations constructed by the District; and (iv) fourth, the balance of the Net Award, if any, remaining after payments described above have been made shall be paid equally to the Foundation and the District. In addition, the District shall always be entitled to claim and receive an award of damages for its losses including any separate damages which are considered "special damages" to the District, it being understood and agreed that the term "special damages" as used herein shall include any damages or award (a) payable for the District's Removable Property installed by the District or anybody claiming under the District, at its or their own cost and expense, (b) representing compensation for loss of, or injury to, the business carried on upon the Premises, (c) for the District's relocation expenses, (d) for the District's damages for the loss of its future interest in fee simple title to the Land (as provided under Section 14.2 of the Ground Lease), subject to encumbrances of record existing at the time of condemnation, and (e) any other damages compensable separately to the District; provided, however, that no such award to the District of special damages shall reduce the amount of the Net Award. In the event of a taking or condemnation of all or part of the Premises under circumstances where there will be a shared, unified award, the Foundation and the District shall cooperate and join together in making all claims for damages, bringing any suit or action, appealing from any award or judgment, and settling and compromising all such claims, suits or actions, except for those claims which are prosecuted as part of an action for a separate award (e.g. a District's claim for "special damages") and, except for those claims for separate awards, neither party shall make or enter into such settlement or compromise without first obtaining the prior consent of the other thereto in writing, which consent shall not be unreasonably withheld, delayed or conditioned, and each party shall cooperate with the other in the prosecution of such claims, suits or actions, giving each other reasonable notice of the time and place of any negotiations for settlement or compromise. No pleading shall be filed in any suit or action without the consent of the other in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE XX Surrender

20.1 Condition of Premises. On the Expiration Date, or upon any earlier termination of this Agreement, or upon any reentry by the Foundation upon the Premises pursuant to Section Error! Reference source not found., the District shall quit and surrender the Premises, together with all Alterations which may have been made or installed in, on or to the Premises before or during the Term of this Agreement, to the Foundation free and clear of the District's Removable Property, all occupants, sublessees and licensees, and "broom-clean" and in good order, condition and repair and as the District is obligated to maintain the same under this Agreement, excepting only (i) ordinary wear and use (subject to the District's compliance with Section 11.1) and (ii) those instances of damage by fire or other casualty for which, under other provisions of this Agreement, the District has no responsibility of repair or restoration. The District shall remove all of the District's Removable Property and, to the extent specified by the Foundation, all Alterations made by or on behalf of the District; and shall repair any damages to the Premises or the Buildings caused by such removal.

20.2 Acceptance by Foundation. No act or thing done by the Foundation or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by the Foundation.

ARTICLE XXI

Default By District; Foundation Remedies; Default by Foundation

21.1 Default by District. The following occurrences are each an “Event of Default”:

- (a) The District shall exercise a Nonrenewal Right under Section 2.1.2;
- (b) The District fails to duly pay when due any installment of Base Use Fee or Capital Repairs Fee, or any payment of Additional Use Fee, and such failure continues for five (5) Business Days after the Foundation or the Bond Trustee delivers to the District written notice or demand for the same;
- (c) District fails to pay when due any Additional Use Fee to a third party and such failure continues for five (5) Business Days after such third party delivers to the District written notice or demand for the same;
- (d) This Agreement or the District’s interest herein is taken upon execution or by other process of law directed against the District, or is taken upon or subjected to any attachments by any creditor of the District or claimant against the District and the attachment is not discharged within ten (10) Business Days after its levy;
- (e) The District files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- (f) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of the District are instituted against the District, or a receiver or Bond Trustee is appointed for all or substantially all of the District’s Removable Property and assets and the proceeding is not dismissed or the receivership or trusteeship is not vacated within thirty (30) Business Days after institution or appointment;
- (g) The District fails to perform or comply with any of the other agreements, terms, covenants, or conditions of this Agreement or the Related Agreement, and such failure continues for a period of twenty (20) Business Days after the Foundation delivers notice of such failure to the District, or if such failure is of such a nature that the District cannot reasonably remedy the same within such twenty (20) Business Day period, the District shall fail to commence promptly to remedy the same and to diligently and continuously prosecute such remedy to completion; or
- (h) The District fails to continuously occupy the Premises for the Permitted Use, and such vacancy continues for three (3) or more months (excluding, however, school vacations or breaks, or vacancy due to fire or other casualty).

21.2 Remedies Upon Event of Default. If any one or more Events of Default set forth above occur, then the Foundation may, at the Foundation’s election, terminate this Agreement, effective as of the last day of the then-current Lease Year, and, on the pertinent termination date, the District’s right to possess the Premises shall cease and the Agreement shall be terminated as if the date fixed in the notice were the end of the term of this Agreement; provided that, if the Agreement is terminated pursuant to the provisions of this Section 21.2, the District shall be liable to the Foundation for, and shall immediately pay to the Foundation upon the pertinent Event of Default,

an amount equal to the balance of all Use Fees yet unpaid that would have been due and payable by District under this Agreement for the balance of the Lease Year during which the pertinent Event of Default occurred.

21.3 Termination Upon Bankruptcy or Receivership. If any Event of Default set forth in Sections 21.1(e) or 21.1(f) above occurs, then, anything elsewhere in this Agreement to the contrary notwithstanding, this Agreement may be canceled by the Foundation by delivering a written notice to the District within a reasonable time after the happening of such event. Neither the District nor any person claiming through or under the District, or by reason of any statute or order of court, shall thereafter be entitled to possession of the Premises but shall forthwith quit and surrender the Premises. In the event of the termination of this Agreement pursuant to this Section 21.3, the Foundation shall forthwith, notwithstanding any other provisions of this Agreement to the contrary, be entitled to recover from the District as and for liquidated damages in lieu of damages under Section 21.2, an amount equal to the difference between the Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee reserved hereunder for the unexpired portion of the Term hereby granted and the fair reasonable use value of the Premises for the same period. In the computation of such damages the difference between any installment Use Fee becoming due hereunder after the date of termination and the fair and reasonable use value of the Premises for the period of which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the Premises or any part thereof be relet by Foundation for the unexpired term of this Agreement, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of the Base Use Fee, Improvements Use Fee, Capital Repairs Fee, and Additional Use Fee reserved upon such reletting shall be deemed to be the fair and reasonable value for the part or the whole of the Premises so relet during the term of the releasing. Nothing herein shall limit or prejudice the right of the Foundation to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

21.4 Remedies Cumulative; Enforcement Costs. No remedy in this Agreement or otherwise conferred upon or reserved to the Foundation shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute and every power and remedy given by this Agreement to the Foundation may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of the Foundation to exercise any right, remedy or power arising from any default shall impair any such right, remedy or power or shall be construed to be a waiver of any such default. The District shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses at both the trial and appellate levels) incurred by or on behalf of the Foundation in connection with the successful enforcement of any rights of the Foundation or obligations of District hereunder, whether or not occasioned by an Event of Default.

21.5 Default by Foundation. The Foundation shall not in any event be in default under this Agreement unless the Foundation shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within twenty (20) Business Days after notice to the Foundation specifying such neglect or failure, or if such failure is of such a nature that the Foundation cannot reasonably remedy the same within such twenty (20) Business Day period, the

Foundation shall fail to commence promptly (and in any event within such twenty (20) Business Day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. The District expressly and knowingly waives the right to terminate this Agreement on account of the Foundation's default under this Agreement. Except as otherwise expressly set forth elsewhere in this Agreement, the District's sole remedy on the Foundation's default is an action for damages or injunctive or declaratory relief.

ARTICLE XXII No Waivers

22.1 Failure to Require Strict Performance. The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by the Foundation of Base Use Fee (or partial payments thereof), Capital Repairs Fee (or partial payments thereof), or Additional Use Fee (or partial payments thereof) with knowledge of breach by the District of any obligation of this Agreement shall not be deemed a waiver of such breach. Failure on the part of the Foundation or the District to complain of any action or non action on the part of the other, no matter how long the same may continue, shall never be a waiver by the District or the Foundation, respectively, of any of the other's rights hereunder. The consent or approval of the Foundation or the District to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Foundation's or the District's consent or approval to or of any subsequent similar act by the other.

22.2 Partial Payments. No payment by the District, or acceptance by the Foundation, of a lesser amount than shall be due from the District to the Foundation shall be treated otherwise than as a payment on account of the earliest installment of any payment due from the District under the provisions hereof. The acceptance by the Foundation of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Foundation may accept such check without prejudice to any other rights or remedies which the Foundation may have against the District.

ARTICLE XXIII Curing District's Defaults

23.1 Foundation's Right to Perform. If the District shall default in the performance of any of the District's obligations under this Agreement, the Foundation, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of the District, without notice in a case of emergency, and in any other case only if such default continues after the expiration of any applicable grace periods.

23.2 Foundation's Costs. Bills for any reasonable, out-of-pocket expenses incurred by the Foundation in connection with any such performance by it for the account of the District, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including

reasonable counsel fees and disbursements, involved in collecting or endeavoring to collect the Base Use Fee, Capital Repairs Fee, or Additional Use Fee or any part thereof or enforcing or endeavoring to enforce any rights against the District or the District's obligations hereunder, under or in connection with this Agreement or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Premises after default by the District or upon the expiration or sooner termination of this Agreement, and interest on all sums advanced by Foundation (at the Interest Rate or the maximum rate permitted by law, whichever is less) may be sent by the Foundation to the District monthly, or immediately, at its option, and such amounts shall be due and payable as Additional Use Fee in accordance with the terms of such bills.

ARTICLE XXIV Brokerage

The Foundation and the District each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Agreement, and that no conversation or prior negotiations were had with any broker concerning the licensing of the Premises. The Foundation and the District each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying Party.

ARTICLE XXV Notices

Any notices under this Agreement must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or facsimile (with a copy sent the same day by one of the other prescribed methods of delivery) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail or facsimile are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Foundation: JMF-Higley 2012 LLC
c/o The James Megellas Foundation, Inc.
501 E Arizona Avenue
Buckeye, Arizona 85236
Attention: President
Facsimile: () -
Email: meltoninbuckeye@gmail.com

With Copies to: EFDS Management Services, LLC
11811 N Tatum Boulevard
Suite 3031
Phoenix, Arizona 85028

Attention: Mr. Gary Aller
Facsimile: (602) 953-7737
Email: gary@efdslc.com

And to: Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 North Central Avenue
Suite 200
Phoenix, Arizona 85004
Attn: David Thompson
Facsimile: (602) 285-5100
Email: david.thompson@mwmf.com

And to: Quarles & Brady LLP
Two North Central Avenue
Phoenix, Arizona 85004
Attn: Jeffrey Gage and
Michael J. Ostermeyer
Facsimile: (414) 978-8956
Email: michael.ostermeyer@quarles.com

If to District: Higley Unified School District #60
2935 S Recker Road
Gilbert, Arizona 85295
Attention: Superintendent
Facsimile: (480) 279-7750

With Copy to: Sims Murray
2020 N Central Avenue
Suite 670
Phoenix, Arizona 85004
Attention: William J. Sims III, Esq.
Facsimile: (602) 772-5509
Email: wjsims@simsmurray.com

If to Issuer: The Industrial Development Authority of the
City of Phoenix, Arizona
251 W Washington Street
9th Floor
Phoenix, Arizona 85003
Attention: President
Facsimile: (602) 262-7304

With Copy to: Kutak Rock, LLP
8601 N Scottsdale Road
Suite 300
Scottsdale, Arizona 85253
Attention: Patrick Ray, Esq.
Facsimile: (480) 429-5000
Email: pat.ray@kutakrock.com

If to Bond Trustee: BOKF, NA (d/b/a Bank of Arizona)
One William Center

Tulsa, Oklahoma 74192
Attention: Corporate Trust Services
Facsimile: (918) 588-6728
Email: mnielson@bokf.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

ARTICLE XXVI Estoppel Certificates

Within ten (10) Business Days following any written request which Foundation may make from time to time, the District shall execute and deliver to the Foundation, the Bond Trustee, any mortgagee or prospective mortgagee, and any purchaser or prospective purchaser of the Premises, a sworn statement certifying: (i) the Commencement Date and the Use Fee Commencement Date; (ii) the fact that this Agreement is unmodified and in full force and effect (or, if there have been modifications to this Agreement, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the Use Fee and other sums payable under this Agreement have been paid; (iv) the fact that there are no current defaults under this Agreement by either the Foundation or the District except as specified in the District's statement; and (v) such other matters as may be reasonably requested by the Foundation. The Foundation and the District intend that any statement delivered pursuant to this ARTICLE XXVI may be relied upon by any mortgagee, trustee, beneficiary or purchaser, and the District shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. The District irrevocably agrees that if the District fails to execute and deliver such certificate within such ten (10) Business Day period Foundation or the Foundation's beneficiary or agent may execute and deliver such certificate on the District's behalf, and that such certificate shall be fully binding on the District.

ARTICLE XXVII Holdover

If the District, with the Foundation's written consent, remains on or within the Premises after the Expiration Date, the District shall occupy the Premises at the Foundation's sufferance, and such holding over shall not constitute an extension of this Agreement. During such holding over, the District shall pay the Use Fee and other charges at the highest monthly rate provided for herein and shall be subject to all conditions, provisions and obligations of this Agreement in effect on the last day of the Term. If the District remains on or within the Premises after the Expiration Date without the Foundation's written consent, the District's so doing shall be treated as a daily lease at a rate equal to the greater of (i) two (2) times the sum of the Base Use Fee and Capital Repairs Fee then in effect or (ii) the fair market Use Fee plus Additional Use Fee and other additional charges herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Agreement as far as applicable. Without limiting the foregoing, the District shall also be responsible for, and indemnify and hold the Foundation harmless for, from, and against, all loss, cost and damage suffered by the Foundation (including without limitation loss of use or loss of a user) as a result of any such occupancy after the Expiration Date.

ARTICLE XXVIII
Representations and Warranties

28.1 District. The District represents and warrants as follows:

28.1.1 There are no actions, suits or proceedings pending or, to the knowledge of the District, threatened against or affecting the District, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair the District's ability to perform its obligations under this Agreement;

28.1.2 This Agreement has been duly authorized, executed and delivered by the District and constitutes the legal, valid and binding obligation of the District; and

28.1.3 The consummation of the transactions hereby contemplated and the performance of this Agreement shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which the District is a party.

28.2 Foundation. The Foundation represents and warrants as follows:

28.2.1 There are no actions, suits or proceedings pending or, to the knowledge of the Foundation, threatened against or affecting the Foundation, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair the Foundation's ability to perform its obligations under this Agreement;

28.2.2 This Agreement has been duly authorized, executed and delivered by the Foundation and constitutes the legal, valid and binding obligation of the Foundation; and

28.2.3 The consummation of the transactions hereby contemplated and the performance of this Agreement shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which the Foundation is a party.

ARTICLE XXIX
Miscellaneous Provisions

29.1 Liability of Foundation; Transfer of Foundation's Interest.

29.1.1 The District agrees to look solely to Foundation's equity interest in the Premises at the time of recovery for recovery of any judgment against Foundation, and agrees that neither the Foundation nor any successor of the Foundation shall be personally liable for any such judgment, or for the payment of any monetary obligation to the District. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that the District might otherwise have to obtain injunctive relief against the Foundation or any successor of the Foundation, or to take any action not involving the personal liability of the Foundation or any successor of Foundation to respond in monetary damages from the Foundation's assets other than the Foundation's equity interest in the Premises.

29.1.2 The District acknowledges that the Foundation has the right to transfer all or any portion of its interest in the Premises and in this Agreement. The District agrees that in the event of any such transfer, the Foundation shall automatically be released from all liability under this Agreement, and the District agrees to look solely to such transferee for the performance of Foundation's obligations hereunder accruing after the date of transfer. Such transferee shall be deemed to have fully assumed and be liable for all obligations of this Agreement to be performed by the Foundation, including the return of any balance of any Reserve Amount, and the District shall attorn to such transferee. The District further acknowledges that the Foundation may assign its interest in this Agreement to any lender as security. The District agrees that such an assignment shall not release Foundation from its obligations hereunder and that the District shall continue to look to the Foundation for the performance of its obligations hereunder unless and until the Bond Trustee succeeds to the Foundation's interest under this Agreement.

29.1.3 Notwithstanding any contrary provision herein, neither the Foundation nor any Foundation Party shall be liable to the District or any person claiming under District under any circumstances for injury or damage to, or interference with, the District's business, including but not limited to, loss of profits, loss of Use Fees or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, or for any indirect or consequential damages.

29.1.4 Any repairs or restoration required or permitted to be made by the Foundation under this Agreement may be made during normal business hours, and the Foundation shall have no liability for damages to the District for inconvenience, annoyance or interruption of business arising therefrom.

29.2 Recording. The Foundation and the District agree not to record this Facilities Use Agreement.

29.3 [Reserved].

29.4 When Agreement Becomes Binding: Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Foundation and the District. All negotiations, considerations, representations and understandings between the Foundation and the District are incorporated herein and this Agreement expressly supersedes any proposals or other written documents relating hereto. The entire agreement between the Parties respecting the Agreement of the Premises and all matters covered or mentioned in the Agreement is contained in this Agreement, which expressly incorporates all of the following:

- Attachment 1.1: Legal Description of the Premises
- Attachment 2.2: Commencement Date Certificate
- Attachment 2.3: Option to Purchase
- Attachment 3.1.2: Base Use Fee Schedule
- Attachment 3.1.3: Improvements Use Fee Schedule
- Attachment 6.1: Plans and Specifications
- Schedule 6.5: Development Budget
- Attachment 11.1.1: Capital Repairs Checklist

This Agreement may not be altered, changed or amended except by an instrument in writing signed by both Parties. This Agreement may be modified or altered only by written agreement between the Foundation and the District, and no act or omission of any employee or agent of Foundation shall alter, change or modify any of the provisions hereof.

29.5 Unavoidable Delay. Except as expressly provided in this Agreement, if the Foundation or the District is delayed or prevented from performing any of its respective obligations because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, litigation which results in an injunction prohibiting or otherwise delaying the continuity of such construction or other acts, or other reasons not within the reasonable control of the Party delayed in performing such obligation (each an “**Unavoidable Delay**”), then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting Party shall not be liable for losses or damages caused by such delays; *provided, however*, that this Section shall not (i) affect the District’s obligation to pay Use Fees or any obligation of the Foundation or the District that can be satisfied by the payment of money, or (ii) extend any date(s) for giving notice pursuant to Section Error! Reference source not found. An extension of time for any Unavoidable Delay shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause.

29.6 Consent. If the District shall request the Foundation’s consent and Foundation shall fail or refuse to give such consent, the District shall not be entitled to any damages for any withholding by Foundation of its consent, it being intended that the District’s sole remedy shall be an action for specific performance or injunction, and such remedy shall be available only in those cases where the Foundation has expressly agreed in writing not to unreasonably withhold its consent or where as a matter of law the Foundation may not unreasonably withhold its consent. Furthermore, whenever the District requests the Foundation’s consent or approval (whether or not provided for herein), the District shall pay to the Foundation, on demand, as an Additional Use Fee, any reasonable expenses incurred by the Foundation (including without limitation reasonable attorneys’ fees and costs, if any) in connection therewith.

29.7 PATRIOT Act. As an inducement to the Foundation to enter into this Agreement, District hereby represents and warrants that: (i) District is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, “**Specially Designated National and Blocked Person**” or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a “**Prohibited Person**”); (ii) the District is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, the District (and any person, group, or entity which the District controls, directly or indirectly) has not knowingly conducted and may not knowingly conduct business, nor has or may the District knowingly engage in any transaction or dealing with any Prohibited Person in violation of the U.S. PATRIOT Act or any OFAC rule or regulation, including without limitation any assignment of this Agreement or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. PATRIOT Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x)

any breach by the District of the foregoing representations and warranties shall be deemed an immediate Event of Default by the District under Section 21.1 of this Agreement (without the benefit of notice or grace) and shall be covered by the indemnity provisions of Section 8.1, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Agreement.

29.8 No Partnership. The relationship of the Parties is that of lessor and lessee, and no partnership, joint venture or participation is hereby created.

29.9 Excavation. If an excavation shall be made upon land adjacent to or under the Buildings, or shall be authorized to be made, District shall afford to the person causing or authorized to cause such excavation, license to enter the Premises for the purpose of performing such work as said person shall deem necessary or desirable to preserve and protect the Buildings from injury or damage to support the same by proper foundations, without any claim for damages or liability against Foundation and without reducing or otherwise affecting District's obligations under this Agreement.

29.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this Agreement are solely for convenience of reference and shall not affect its interpretation. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Each covenant, agreement, obligation or other provision of this Agreement on the District's part to be performed, shall be deemed and construed as a separate and independent covenant of the District, not dependent on any other provision of this Agreement. All terms and words used in this Agreement, shall be deemed to include any other number and any other gender as the context may require. Any suit or cause of action to which the Issuer or the Bond Trustee may be made a party shall be brought in compliance with the provisions of Section 14.10 of the Indenture.

29.11 Waiver of Jury Trial. The District hereby voluntarily and knowingly waives trial by jury, to the extent permitted by Legal Requirements, in any action, proceeding, or counterclaim by either Party against the other Party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Foundation and the District, District's use or occupancy of the Premises, any emergency or statutory remedy, or any act or omission of any Party with respect to this Agreement or the Premises. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court without a jury.

29.12 Independent Covenants. This Agreement shall be construed as though the covenants herein (including, without limitation, the District's obligation to pay the Use Fees) between the Foundation and the District are independent and not dependent and the District hereby expressly waives the benefit of any statute to the contrary and agrees that if Foundation fails to perform its obligations set forth herein, the District shall not be entitled to make any repairs or perform any acts hereunder at the Foundation's expense or to any setoff of the Use Fee or other amounts owing hereunder against the Foundation.

29.13 Successors and Assigns. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Foundation and the District (except in the case of District, however, only such assigns as may be permitted hereunder) and, if the District shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns. Each term and each provision of this Agreement to be performed by the District shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the District is not intended to constitute a consent to assignment by the District.

29.14 Joint and Several Liability. If there is more than one (1) person or entity named as grantee hereunder, the obligations of grantee(s) hereunder shall be joint and several obligations of each of the grantees. In accordance with the terms of this Agreement, the Foundation may proceed against any or all grantees in the event of a default hereunder subject to any defenses as may be available to any grantee.

29.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Agreement may be delivered electronically by facsimile or electronic mail, and such documents shall be effective as original executed instruments.

29.16 Jurisdiction. The Foundation and the District hereby consent and submit irrevocably to the jurisdiction of the state and federal courts located in the State of Arizona with respect to the provisions of this Agreement.

[Signatures begin on next page.]

1 **IN WITNESS WHEREOF**, the Foundation and the District have duly executed this
2 Agreement as of the day and year first above written.

DISTRICT:

**HIGLEY UNIFIED SCHOOL DISTRICT #60 OF
MARICOPA COUNTY,**

a political subdivision of the State of Arizona

By: A. Denise Birdwell

Name: A. Denise Birdwell, Ed.D.

Title: Superintendent

FOUNDATION:

JMF-HIGLEY 2012 LLC,

an Arizona limited liability company

By: The James Megellas Foundation, Inc.

Its: Sole Member

By: [Signature]

Name:

Title:

ATTACHMENT 1.1
Legal Description of the Premises

LOT 1 REPLAT OF PARCEL F AT SOSSAMAN ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE
OFFICE OF THE PINAL COUNTY RECORDER IN BOOK 835 OF MAPS, PAGE 31.]

ATTACHMENT 2.2
Commencement Date Certificate

This Agreement, made this ___ day of _____, 20___ between the JMF-HIGLEY 2012 LLC, an Arizona limited liability company ("**Foundation**") and HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona ("**District**").

W I T N E S S E T H :

WHEREAS, by a certain Facilities Use Agreement (hereinafter called "**the Agreement**"), dated as of December 1, 2012, Foundation leased to District the Land and Buildings commonly known as _____ in the Town of Queen Creek, Maricopa County, State of Arizona, and described on Attachment 1.1 of the Agreement (the "**Premises**"); and

WHEREAS, District is now in possession of the Premises; and

WHEREAS, under the provisions of the Agreement, Foundation and District agreed to execute, acknowledge and deliver to each other an agreement setting forth the Use Fee Commencement Date.

NOW, THEREFORE, Foundation and District agree as follows:

1. The Effective Date of the Agreement was December 1, 2012.
2. The Use Fee Commencement Date of the Agreement was the ___ day of _____, 20___.
3. The Expiration Date of the Term is the June 30, 2053.
4. The Base Use Fee as of the date hereof is \$_____, the Improvements Use Fee as of the date hereof is \$_____.
5. The Additional Use Fee payable to Foundation as of the date hereof is \$_____.
6. The Agreement is in full force and effect and has not been modified, supplemented or amended in any way.
7. That all terms and conditions to be performed by the Foundation and District under the terms of the Agreement have been satisfied unless noted in an appendix to this Agreement; that as of the date hereof, there are no existing defenses or offsets against the Foundation or District under the Agreement terms; and that no Use Fee has been paid in advance, except as may be provided for in the Agreement and the Use Fee has continued to be paid in accordance with said Agreement since the Use Fee Commencement Date.
8. District is in occupancy of the Premises.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

DISTRICT:

**HIGLEY UNIFIED SCHOOL DISTRICT #60 OF
MARICOPA COUNTY,**
a political subdivision of the State of Arizona

By: _____
Name: A. Denise Birdwell, Ed.D.
Title: Superintendent

FOUNDATION:

JMF-HIGLEY 2012 LLC,
an Arizona limited liability company

By: The James Megellas Foundation, Inc.
Its: Sole Member

By: _____
Name:
Title:

ATTACHMENT 2.3

Option to Purchase

JMF-HIGLEY 2012 LLC, an Arizona limited liability company ("**Optionor**"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona ("**Optionee**"), an option (the "**Option**") to purchase that certain parcel of land located in the Town of Queen Creek, Maricopa County, State of Arizona (the "**Property**") more particularly described in Exhibit A attached hereto and incorporated herein, together with all buildings, improvements and fixtures located thereon and all rights and privileges and appurtenances pertaining thereto and subject to all easements, restrictions and agreements of record and to the terms and conditions hereinafter set forth.

Capitalized terms used herein and not otherwise defined in this Option shall have the meanings given them in that certain Facilities Use Agreement dated as of December 1, 2012, by and between Optionor, as grantor, and Optionee, as grantee, pursuant to which Optionor let the Property to Optionee (the "**Agreement**").

1. **The Option Period.** Subject to all terms, covenants, and conditions of the Bond Documents, the Option may be exercised by the Optionee, and only by the Optionee, at such times during the Term (as established in accordance with the Agreement identified herein) as optional redemption of the Bonds shall be permitted pursuant to Section 3.04(b) of the Indenture.

2. **Exercise of Option.** The Option shall be exercised, if at all, in the following manner:

(a) During the Term, Optionee shall, not less than thirty (30) nor more than sixty (60) Business Days (as defined in the Agreement) before the end of any Lease Year (as defined in the Agreement) deliver to Optionor (with copies, if there then exist any Outstanding Bonds to the Bond Trustee and the Issuer) a written notice of exercise expressly stating that Optionee is exercising the Option (the "**Notice of Exercise**"). The Notice of Exercise shall set forth a closing date for the consummation of the conveyance of the Property to Optionee, which closing date shall be the last day of any Lease Year (the "**Closing Date**").

(b) The delivery of the Notice of Exercise shall be deemed an irrevocable obligation of Optionee to purchase the Property, and of Optionor to sell the Property, pursuant to all other terms and conditions set forth herein.

(c) The Notice of Exercise shall be accompanied by two (2) originals of the Sale Agreement attached hereto as Exhibit B, duly executed by Optionee.

(d) Notwithstanding anything to the contrary contained herein, this Option shall terminate upon a termination of the Agreement.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be the total of (i) the sum payable (including principal, accrued interest, penalties, and fees) to effect full and unconditional redemption, as of the Closing Date, of the Bonds (as defined in the Agreement), plus (ii) the sum of all accrued and unpaid Use Fees that shall remain due on the Closing Date.

4. **Notices.** Any notices under this Option must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by

electronic mail or facsimile (with a copy sent the same day by one of the other prescribed methods of delivery) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a party may designate to the other parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail or facsimile are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Optionor: JMF-Higley 2012 LLC

c/o The James Megellas Foundation, Inc.
501 E Arizona Avenue
Buckeye, Arizona 85236
Attention: President
Facsimile: () -
Email: meltoninbuckeye@gmail.com

With Copies to: EFDS Management Services, LLC
11811 N Tatum Boulevard
Suite 3031
Phoenix, Arizona 85028
Attention: Mr. Gary Aller
Facsimile: (602) 953-7737
Email: gary@efdsllc.com

And to: Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 North Central Avenue
Suite 200
Phoenix, Arizona 85004
Attn: David Thompson
Facsimile: (602) 285-5100
Email: david.thompson@mwmf.com

And to: Quarles & Brady LLP
Two North Central Avenue
Phoenix, Arizona 85004
Attn: Jeffrey Gage and
Michael J. Ostermeyer
Facsimile: (414) 978-8956
Email: michael.ostermeyer@quarles.com

If to Optionee: Higley Unified School District #60
2935 S Recker Road
Gilbert, Arizona 85295
Attention: Superintendent
Facsimile: (480) 279-7750

With Copy to: Sims Murray
2020 N Central Avenue
Suite 670
Phoenix, Arizona 95004

Attention: William J. Sims III, Esq.
Facsimile: (602) 772-5509
Email: wjsims@simsmurray.com

If to Issuer: The Industrial Development Authority of the
City of Phoenix, Arizona
251 W Washington Street
9th Floor
Phoenix, Arizona 85003
Attention: President
Facsimile: (602) 262-7304

With Copy to: Kutak Rock, LLP
8601 N Scottsdale Road
Suite 300
Scottsdale, Arizona 85253
Attention: Patrick Ray, Esq.
Facsimile: (480) 429-5000
Email: pat.ray@kutakrock.com

If to Trustee: BOKF, NA (d/b/a Bank of Arizona)
One William Center
Tulsa, Oklahoma 74192
Attention: Corporate Trust Services
Facsimile: (918) 588-6728
Email: mnielson@bokf.com

Any notice by either party hereto, whether required or permissible hereunder, may be given by such party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such party directly.

5. **Time Is of the Essence.** Time is of the essence of each provision of this Option.

6. **Multiple Counterparts.** This Option may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

7. **Assignment.** Other than in connection with an assignment of Optionee's interest under the Agreement in accordance with the Agreement, Optionee may not assign this Option or its rights hereunder to any individual or entity without the prior written consent of Optionor, which consent Optionor may grant or withhold in its sole and absolute discretion, and any such assignment shall be null and void *ab initio*. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Optionee shall constitute an assignment of this Option.

8. **Attorneys' Fees.** Should any action or other proceeding be necessary to enforce any of the provisions of this Option or the various obligations or transactions contemplated hereto, or in the event of any dispute between the Parties relating to this Option, the prevailing party will be entitled to recover, in addition to any other relief to which such party may be entitled, all reasonable attorneys' fees and costs, and all referee and reference proceeding fees, costs and expenses, incurred in connection with the prosecution or defense, as the case may be, of such action.

9. **Waiver of Jury Trial.** Optionor and Optionee, by their respective acceptances hereof, hereby agree to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Option or any dealings between the Parties relating to the subject matter of this Option. In the event of litigation, this Option may be filed as a written consent to a trial by the court without a jury.

10. **Governing Law.** This Option shall be governed by the laws of the State in which the Property is located.

IN WITNESS WHEREOF, this Option has been executed as a sealed instrument as of this ____ day of _____, 2013.

[Signatures begin on next page.]

OPTIONEE:

**HIGLEY UNIFIED SCHOOL DISTRICT #60 OF
MARICOPA COUNTY,**
a political subdivision of the State of Arizona

By: _____
Name: A. Denise Birdwell, Ed.D.
Title: Superintendent

OPTIONOR:

JMF-HIGLEY 2012 LLC,
an Arizona limited liability company

By: The James Megellas Foundation, Inc.
Its: Sole Member

By: _____
Name:
Title:

Exhibit A to Attachment 2.3

Legal Description of the Property

LOT 1 REPLAT OF PARCEL F AT SOSSAMAN ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER IN BOOK 835 OF MAPS, PAGE 31.]

Exhibit B to Attachment 2.3

Form of Sale Agreement

THIS SALE AGREEMENT (this “**Agreement**”), effective as of _____, 20__ (the “**Purchase Option Date**”), by and between JMF-HIGLEY 2012 LLC, an Arizona limited liability company (“**Seller**”), and HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (“**Buyer**”). For purposes of this Agreement, the Seller Parties (as defined below) and the Buyer Parties (as defined below) shall together be known as the “**Parties**,” and each shall be known as a “**Party**.”

Capitalized terms used herein and not otherwise defined in this Option shall have the meanings given them in that certain Facilities Use Agreement dated as of December 1, 2012, by and between Optionor, as grantor, and Optionee, as grantee, pursuant to which Optionor let the Property to Optionee (the “**Facilities Use Agreement**”).

WITNESSES:

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1
SALE OF PROPERTY

Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, subject to the terms and conditions set forth in this Agreement, all of Seller’s right, title and interest in and to the real property located at the intersection of 186th Street and Jacaranda Boulevard in the Town of Queen Creek, Maricopa County, State of Arizona (such real property being more particularly described on the Addendum A attached to and made a part of this Agreement), together with the building located thereon, and all fixtures and improvements located therein and thereon as of the Closing Date (altogether, the “**Property**”).

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be the total sum payable (including principal, accrued interest, penalties, and fees) to effect full and unconditional redemption, as of the Closing Date, of the Bonds (as defined in the Facilities Use Agreement) (the “**Purchase Price**”). The Purchase Price shall be payable as provided in Section 2.2.

2.2 Payment of Purchase Price. At Closing, the Purchase Price, plus or minus any prorations, shall be payable by Buyer to Seller in immediately available funds. This sale shall be closed through Escrow Agent (i) on terms reasonably acceptable to Buyer and Seller and (ii) according to the requirements and processes for full redemption of the Bonds set forth in the Bond Documents (as defined in the Facilities Use Agreement).

ARTICLE 3
AS-IS SALE

3.1 As-Is Sale. Buyer is the lessee of the Property and is intimately familiar with all aspects of the Property. Buyer acknowledges and agrees as follows: (i) the Property shall be sold, and Buyer shall accept possession of the Property on the Closing Date, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price, (ii) except as set forth in Section 7.2, none of the Seller or its agents, advisors, officers, directors employees, affiliates, members, constituent partners, managers or representatives (collectively, "**Seller Parties**") have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, (iii) Buyer has independently confirmed to its satisfaction all information that it considers material to its purchase of the Property, and (iv) Buyer expressly understands and acknowledges that it is possible that unknown problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands and obligations may exist with respect to the Property (clauses (i), (ii), (iii) and (iv), the "**Liabilities**") and that Buyer explicitly took that possibility into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between Parties with the knowledge of the possibility of such unknown Liabilities shall be given in exchange for a full accord and satisfaction and discharge of all such Liabilities.

3.2 Release. BUYER HEREBY RELEASES EACH OF THE SELLER PARTIES FROM, AND WAIVES ANY AND ALL LIABILITIES AGAINST EACH OF THE SELLER PARTIES, WHETHER ARISING OR ACCRUING BEFORE, ON OR AFTER THE DATE HEREOF AND WHETHER ATTRIBUTABLE TO EVENTS OR CIRCUMSTANCES WHICH HAVE HERETOFORE OR MAY HEREAFTER OCCUR. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, THE FOREGOING RELEASE INCLUDES, WITHOUT LIMITATION, A RELEASE OF ANY AND ALL LIABILITIES WITH RESPECT TO (AND LIABILITIES INCLUDE, WITHOUT LIMITATION) THE STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY; AND ANY AND ALL LIABILITIES RELATING TO THE RELEASE OF OR THE PRESENCE, DISCOVERY OR REMOVAL OF ANY SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIOACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY, INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ANY SUBSTANCE CONTAINING MORE THAN 0.1 PERCENT ASBESTOS, THE GROUP OF COMPOUNDS KNOWN AS POLYCHLORINATED BIPHENYLS, FLAMMABLE EXPLOSIVES, OIL, PETROLEUM OR ANY REFINED PETROLEUM PRODUCT (COLLECTIVELY, "**HAZARDOUS MATERIALS**") IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR, CONNECTED WITH OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601 *ET SEQ.*, AS AMENDED BY SARA (SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986) AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§6901 *ET SEQ.*, OR ANY RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL, STATE OR MUNICIPAL BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN, ABOUT OR UNDER THE PROPERTY. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.2 BELOW, WITHOUT LIMITATION ON THE GENERALITY OF

THE FOREGOING, NEITHER BUYER NOR ANY OF BUYER'S AFFILIATES NOR ANY OF THEIR REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, CONTRACTORS, SUCCESSORS, ASSIGNS OR INVITEES (COLLECTIVELY, THE "BUYER PARTIES") SHALL HAVE ANY CLAIM, RIGHT OR DEFENSE AGAINST SELLER OR ANY OF THE SELLER PARTIES WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THE PROPERTY, AND BUYER WAIVES, ON BEHALF OF BUYER AND THE BUYER PARTIES, ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND THE SELLER PARTIES FOR, FROM, AND AGAINST ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES.

Seller's Initials

Buyer's Initials

ARTICLE 4 **CLOSING COSTS**

Seller shall pay the following costs and expenses associated with the transactions contemplated hereby (the "Transaction"): (i) one-half of all recording and filing charges in connection with the instrument by which Seller conveys the Property; (ii) one-half of the escrow or closing charges; and (iii) all fees due its attorneys in connection with the Transaction. Buyer shall pay (i) all premiums and charges of the Title Company for the Title Policy (as hereinafter defined); (ii) all charges for any current survey of the Property required for issuance of the Title Policy; (iii) one-half of all recording and filing charges in connection with the instrument by which Seller conveys the Property; (iv) one-half of the escrow or closing charges; (v) all transfer taxes, sales taxes and similar charges, if any, applicable to the transfer of the Property to Buyer; (vi) all fees due its attorneys in connection with the Transaction; (vii) all lenders' fees related to any financing to be obtained by Buyer; and (viii) the sum of all accrued and unpaid Use Fees dues or ratably owing as of the Closing Date. The obligations of the Parties under this Article 4 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

ARTICLE 5 **CLOSING**

5.1 Closing Date. Closing shall occur on June 30, 20____. The Parties shall conduct an escrow-style closing through the Title Company (the "Escrow Agent") so that it will not be necessary for any Party to attend the closing of the Transaction.

5.2 Title Transfer and Payment of Purchase Price. Provided all conditions precedent to Seller's obligations hereunder have been satisfied, Seller agrees to convey the Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Notwithstanding the foregoing, in addition to its other rights and remedies, Seller shall have the right to terminate this Agreement at any time if such payment is not received in Seller's designated account by 5:00 p.m. local time at the Property on the Closing Date.

5.3 Seller's Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day (defined as every calendar day Monday through Friday, inclusive, but excluding

legal holidays of the United States and the State of Arizona before the Closing Date, Seller shall deliver or cause to be delivered the following:

(a) Deed. A Quitclaim Deed in the form of Addendum B attached hereto and incorporated herein by this reference (“**Deed**”) executed and acknowledged by Seller, conveying title to the Property in fee simple absolute free and clear of liens and encumbrances except only the following: the Original Encumbrances (as defined in Section 6.2(c) below); all current taxes, patent reservations, all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record or to which reference is made in the public records, any and all conditions, easements, encroachments, rights-of-way, and restrictions which a physical inspection, or accurate survey, of the Property would reveal, and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

(b) Bill of Sale. A bill of sale in the form of Addendum C attached hereto and incorporated herein by this reference (“**Bill of Sale**”) executed and acknowledged by Seller.

(c) Non-Foreign Status Affidavit. A non-foreign status affidavit substantially in the form of Addendum D attached hereto and incorporated herein by this reference, as required by Section 1445 of the Internal Revenue Code executed by Seller.

(d) Drawings. To the extent not already obtained by or delivered to Buyer, copies of any survey of the Property and any architectural or engineering drawings of the Property and utilities layout plans in Seller’s possession or under its control; provided, however, that Seller makes no representation or warranty with respect to the same.

(e) Warranties. Copies of all assignable warranties and guaranties of the equipment or improvements located at the Property to the extent in Seller’s possession or control; provided, however, that Seller makes no representation or warranty with respect to the same.

(f) Title Company Documents. An owner’s affidavit, a so-called “gap” affidavit, undertaking or indemnity, as applicable, and a broker lien affidavit, as may be customarily supplied to the Title Company to enable the Title Company to issue the Title Policy; provided, however, that such affidavits, undertakings and/or indemnities shall reflect that Buyer has leased all of the Property before the Closing Date pursuant to the Facilities Use Agreement.

(g) Evidence of Authority. Documentation to establish to Buyer’s reasonable satisfaction the due authorization of Seller’s disposition of the Property and Seller’s execution of this Agreement and the documents required to be delivered by Seller and the consummation of the Transaction.

(h) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

5.4 Buyer’s Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day before the Closing Date, Buyer shall deliver or cause to be delivered the following:

(a) Purchase Price. The Purchase Price, plus any other amounts required to be paid by Buyer at Closing.

(b) Bill of Sale. The Bill of Sale executed by Buyer.

(c) Evidence of Authority. Documentation to establish to Seller's reasonable satisfaction the due authorization of Buyer's acquisition of the Property and Buyer's execution of this Agreement and the documents required to be delivered by Buyer and the consummation of the Transaction.

(d) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

ARTICLE 6

CONDITIONS TO CLOSING

6.1 Conditions to Seller's Obligations. Seller's obligation to close the Transaction is conditioned on all of the following, any or all of which may be waived by Seller by an express written waiver, at its sole option:

(a) Representations True. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date;

(b) Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law, whether now or hereafter existing; and

(c) Buyer's Deliveries Complete. Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 5.4 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Buyer at or before the Closing Date.

6.2 Conditions to Buyer's Obligations. Buyer's obligation to close the Transaction is conditioned on all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) Representations True. The representations made by Seller in Section 7.2 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such;

(b) Seller's Deliveries Complete. Seller shall have delivered all of the documents and other items required pursuant to Section 5.3 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or before the Closing Date.

(c) Title Policy. At Closing, a title insurance company of Seller's choosing (the "Title Company") shall issue to Buyer an owner's title insurance policy, with customary extended coverage endorsements, in the amount of Buyer's purchase financing, showing title to the Property to be vested in Buyer subject only to (i) taxes and assessments, general and special, not yet due and payable, (ii) any exceptions created by Buyer or any of Buyer's agents, representatives, invitees, employees, contractors or affiliates or anyone claiming by or through any of the foregoing, (iii) exceptions shown on that certain Commitment for Title Insurance number NCS-568984-PHX1 issued by First American Title Insurance Company and dated September 27, 2012 (as modified in writing through November 30, 2012), (iv) agreements entered into under any municipal, zoning, or building codes or regulations, and (v) exceptions necessary to permit the use of the Property for the uses permitted under the Agreement ((i)-(v) altogether being known as the "Original Encumbrances") (the "Title Policy").

6.3 Waiver of Failure of Conditions Precedent. At any time or times on or before the date specified for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition set forth in Section 6.1 or Section 6.2, respectively. By closing the Transaction, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in Section 6.1 and Section 6.2, respectively. If any of the conditions set forth in Sections 6.1 or 6.2 are neither waived nor fulfilled, Seller or Buyer (as appropriate) may exercise such rights and remedies, if any, that such Party may have pursuant to the terms of Article 9 hereof.

6.4 Waiver of Tender of Deed and Purchase Monies. The tender of an executed Deed by Seller and the tender by Buyer of the portion of the Purchase Price payable at Closing are mutually waived, but nothing in this Agreement shall be construed as a waiver of Seller's obligation to deliver the Deed and/or of the concurrent obligation of Buyer to pay the portion of the Purchase Price payable at Closing.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES**

7.1 Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

7.1.1 Buyer's Authorization. Buyer (i) is duly organized (or formed), validly existing and in good standing under the laws of the State of Arizona, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder, and (iii) has all necessary power to execute and deliver this Agreement and all documents contemplated hereby to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all Closing Documents to be executed by Buyer have been duly authorized by all requisite partnership, corporate or other required action on the part of Buyer and are the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or any other document to be executed by Buyer, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any Law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

7.1.2 Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law.

7.1.3 PATRIOT Act Compliance. Neither Buyer nor, to Buyer's actual knowledge, any person, group, entity or nation that Buyer is acting, directly or indirectly for, or on behalf of, is named by any 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 the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and Buyer is not engaging in this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law. Buyer has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.2 Seller's Representations.

7.2.1 Seller's Authorization. Seller represents and warrants to Buyer that Seller (i) is duly organized (or formed), validly existing and in good standing under the laws of the State of Arizona, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder and under all documents to be executed by Seller pursuant hereto, and (iii) has all necessary power to execute and deliver this Agreement and such other documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. This Agreement and all documents to be executed by Seller pursuant hereto have been duly authorized by all requisite partnership, corporate or other required action on the part of Seller and are the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or the other documents to be executed by Seller pursuant hereto, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any Law or any provision of the organizational documents of Seller or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound.

7.2.2 Seller's Financial Condition. No petition has been filed by or against Seller under the Federal Bankruptcy Code or any similar State or Federal Law.

7.2.3 PATRIOT Act Compliance. Neither Seller nor, to Seller's actual knowledge, any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any 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 the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign

Assets Control, and Seller is not engaging in this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Seller has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.3 Survival. The representations set forth in this Article 7 shall survive the Closing or any termination of this Agreement.

7.4 Maximum Liability. In the event of a breach of Section 7.2.1 before Closing, Buyer's sole remedy shall be to terminate this Agreement; provided, however, that Seller shall have the right to cure such breach and to extend the Closing date to do so.

ARTICLE 8 **BROKERS**

Each Party represents to the other that it has not dealt with any broker in connection with the Transaction to whom a commission or fee is or may be owing as a result of the Transaction. Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Buyer as a result of any claims by any party claiming to have represented Seller as broker in connection with the Transaction. Buyer agrees to hold Seller harmless and indemnify Seller from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Seller as a result of any claims by any other party claiming to have represented Buyer as broker in connection with the Transaction. This Article 8 shall survive the Closing or any termination of this Agreement.

ARTICLE 9 **DEFAULT**

9.1 By Buyer. If, on or before the Closing Date, (i) Buyer is in default of any of its obligations hereunder, or (ii) any of Buyer's representations or warranties are, in the aggregate, untrue, inaccurate or incorrect, in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder, then Seller may elect to (i) terminate this Agreement by written notice to Buyer and receive immediate payment of the Deposit as liquidated damages for Buyer's default; (ii) waive the condition and proceed to close the Transaction; or (iii) exercise any and all remedies allowed at law, in equity, or otherwise, and recover damages. If this Agreement is so terminated, then neither Party shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement.

9.2 By Seller. If, at the Closing, (i) Seller is in default of any of its obligations hereunder, or (ii) any of Seller's representations or warranties in Section 7.2 are, in the aggregate, untrue, inaccurate or incorrect in any material respect, or (iii) the Closing otherwise fails to occur by reason of Seller's failure or refusal to perform its obligations hereunder, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to

Seller, and thereafter, the Parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, (b) waive the condition and proceed to close the Transaction, or (c) if the Closing fails to occur, seek specific performance of this Agreement by Seller. As a condition precedent to Buyer exercising any right it may have to bring an action for specific performance hereunder, Buyer must commence such an action within thirty (30) Business Days after the occurrence of Seller's default. Buyer agrees that its failure to timely commence such an action for specific performance within such thirty (30) Business Day period shall be deemed a waiver by it of its right to commence an action for specific performance as well as a waiver by it of any right it may have to file or record a notice of *lis pendens* or notice of pendency of action or similar notice against any portion of the Property.

ARTICLE 10

CONDEMNATION/CASUALTY

10.1 Allocation of Proceeds and Awards. If a condemnation or casualty occurs, except for a condemnation of the entire Property or complete destruction of all of the building(s) and improvements on the Property in which case either Buyer or Seller may elect to terminate this Agreement, this Agreement shall remain in full force and effect, Buyer shall acquire the remainder of the Property upon the terms and conditions set forth herein and at the Closing and, if Seller has received such awards or proceeds, after deducting any costs of collection, Seller shall pay the same to Buyer, and if Seller has not received such awards or proceeds, Seller shall assign to Buyer at the Closing (without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds.

10.2 Waiver. The provisions of this Article 10 supersede the provisions of any applicable laws with respect to the subject matter of this Article 10.

ARTICLE 11

MISCELLANEOUS

11.1 Buyer's Assignment. Buyer may not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, which consent Seller may grant or withhold in its reasonable discretion, and any such assignment shall be null and void ab initio. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Buyer shall constitute an assignment of this Agreement.

11.2 Survival/Merger. Except for the provisions of this Agreement which are explicitly stated to survive the Closing, (i) none of the terms of this Agreement shall survive the Closing, and (ii) the delivery of the Purchase Price, the Deed and the other documents to be delivered in connection herewith and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder.

11.3 Integration; Waiver. This Agreement, together with the Exhibits hereto, embodies and constitutes the entire understanding between the Parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then

only to the extent set forth in such instrument. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State in which the Property is located, without reference to any choice of law provisions or principles.

11.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

11.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. Any notices under this Option must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or facsimile (with a copy sent the same day by one of the other prescribed methods of delivery) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail or facsimile are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Seller: JMF-Higley 2012 LLC
c/o The James Megellas Foundation, Inc.
501 E Arizona Avenue
Buckeye, Arizona 85236
Attention: President
Facsimile: () -
Email: meltoninbuckeye@gmail.com

With Copies to: EFDS Management Services, LLC
11811 N Tatum Boulevard
Suite 3031
Phoenix, Arizona 85028
Attention: Mr. Gary Aller
Facsimile: (602) 953-7737

Email: gary@efdslc.com

And to: Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 North Central Avenue
Suite 200
Phoenix, Arizona 85004
Attn: David Thompson
Facsimile: (602) 285-5100
Email: david.thompson@mwmf.com

And to: Quarles & Brady LLP
Two North Central Avenue
Phoenix, Arizona 85004
Attn: Jeffrey Gage and
Michael J. Ostermeyer
Facsimile: (414) 978-8956
Email: michael.ostermeyer@quarles.com

If to Buyer: Higley Unified School District #60
2935 S Recker Road
Gilbert, Arizona 85295
Attention: Superintendent
Facsimile: (480) 279-7750

With Copy to: Sims Murray
2020 N Central Avenue
Suite 670
Phoenix, Arizona 95004
Attention: William J. Sims III, Esq.
Facsimile: (602) 772-5509
Email: wjsims@simsmurray.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

11.10 No Recordation. Seller and Buyer each agrees that neither this Agreement nor any memorandum or notice hereof shall be recorded and Buyer agrees (i) not to file any notice of pendency or other instrument (other than a judgment) against the Property or any portion thereof in connection herewith and (ii) to indemnify Seller against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller by reason of the filing by Buyer of such notice of pendency or other instrument. Notwithstanding the foregoing, if the same is permitted pursuant to applicable law, Buyer shall be entitled to record a notice of *lis pendens* if Buyer is entitled to seek (and is actually seeking) specific performance of this Agreement by Seller in accordance with the terms of Section 9.2 hereof.

11.11 Additional Agreements; Further Assurances. Subject to the terms and conditions herein provided, each of the Parties shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the Transaction; provided, however, that the execution and delivery of such documents by such Party shall not result in any additional liability or cost to such Party.

11.12 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, any amendment or modification hereof or any of the Closing Documents.

11.13 Time of Essence. Time is of the essence with respect to this Agreement.

11.14 Waiver of Jury Trial. Each of the Parties hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based on or arising out of: this Agreement or any other document or instrument between the Parties relating to this Agreement; the property; or any dealings between the Parties relating to the subject matter of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court without a jury.

11.15 Email or Facsimile Signatures. Signatures to this Agreement transmitted by electronic mail or facsimile shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver an executed original of this Agreement with its actual signature to the other Party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party shall be bound by its own emailed or facsimile signature and shall accept the emailed or facsimile signature of the other Party.

11.16 Attorneys' Fees. Should any action or other proceeding be necessary to enforce any of the provisions of this Agreement or the various obligations or transactions contemplated hereto, or in the event of any dispute between the Parties relating to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which such Party may be entitled, its reasonable attorneys' fees and costs, and all referee and reference proceeding fees, costs and expenses, incurred in connection with the prosecution or defense, as the case may be, of such action.

[Signatures begin on next page.]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the Purchase Option Date.

BUYER:

**HIGLEY UNIFIED SCHOOL DISTRICT #60 OF
MARICOPA COUNTY,**
a political subdivision of the State of Arizona

By: _____
Name: _____
Title: President

Attest: _____
Name: _____
Title: Clerk

SELLER:

JMF-HIGLEY 2012 LLC,
an Arizona limited liability company

By: The James Megellas Foundation, Inc.
Its: Sole Member

By: _____
Name: _____
Title: _____

ADDENDUM A
(of Exhibit B to Attachment 2.3)

LEGAL DESCRIPTION

LOT 1 REPLAT OF PARCEL F AT SOSSAMAN ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE
OFFICE OF THE PINAL COUNTY RECORDER IN BOOK 835 OF MAPS, PAGE 31.]

ADDENDUM B
(of Exhibit B to Attachment 2.3)

FORM OF QUITCLAIM DEED

When recorded, return to:

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JMF-HIGLEY 2012 LLC, an Arizona limited liability company, does hereby quitclaim to HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona, all right, title, or interest in or to the real property (the "Property") situated in the County of Maricopa, State of Arizona, more particularly described in Exhibit "A" attached to this Quitclaim Deed, together with the building located thereon and all fixtures and improvements located therein and thereon as of the date hereof.

SUBJECT TO all matters and without covenant or warranty, express or implied.

DATED this ____ day of _____, 20__.

JMF- HIGLEY 2012 LLC,
an Arizona limited liability company

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This Quitclaim Deed dated _____, 20__, consisting of _____ () pages (including all signature pages, exhibits, schedules and other pages appended or attached to the aforesaid document), was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____, who personally appeared before me and is known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

ADDENDUM C
(of Exhibit B to Attachment 2.3)

FORM OF BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**"), is made as of _____, 20__ by and between by and between JMF-HIGLEY 2012 LLC, an Arizona limited liability company ("**Seller**"), and HIGLEY UNIFIED SCHOOL DISTRICT #60 OF MARICOPA COUNTY, a political subdivision of the State of Arizona ("**Buyer**").

WITNESSES:

WHEREAS, pursuant to the terms of that certain Sale Agreement, dated as of _____, 20__, by and between Seller and Buyer (as the same may be amended or modified, the "**Sale Agreement**"), Seller agreed to sell to Buyer, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Sale Agreement (collectively, the "**Real Property**"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, in connection with the above described conveyance Seller desires to sell, transfer and convey to Buyer certain items of tangible personal property as hereinafter described.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller has GRANTED, CONVEYED, SOLD, TRANSFERRED, SET OVER and DELIVERED and by these presents does hereby GRANT, SELL, TRANSFER, SET OVER and DELIVER to Buyer, its legal representatives, successors and assigns, and Buyer hereby accepts (i) all right, title and interest in and to all tangible personal property owned by Seller that is located on the Real Property and used in the ownership, operation and maintenance of the Real Property, (ii) a non-exclusive interest in any assignable warranties and guaranties of the equipment or improvements located at the Real Property, and (iii) a non-exclusive interest in any assignable representations which Seller received from its seller when it acquired the Real Property.

This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller as more expressly set forth in the Sale Agreement and without limitation on the foregoing is subject to the terms and provisions of Article 3 of the Sale Agreement, which is incorporated herein by reference.

This Bill of Sale may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

Signatures to this Bill of Sale transmitted by electronic mail or facsimile shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Bill of Sale with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Bill of Sale, it being expressly agreed that each party to this Bill of Sale shall be bound by its own emailed or facsimile signature and shall accept the emailed or facsimile signature of the other party to this Bill of Sale.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale to be effective as of the date first set forth hereinabove.

BUYER:

**HIGLEY UNIFIED SCHOOL DISTRICT #60 OF
MARICOPA COUNTY,**
a political subdivision of the State of Arizona

By: _____
Name:
Title: President

Attest: _____
Name:
Title: Clerk

SELLER:

JMF-HIGLEY 2012 LLC,
an Arizona limited liability company

By: The James Megellas Foundation, Inc.
Its: Sole Member

By: _____
Name:
Title:

ADDENDUM D
(of Exhibit B to Attachment 2.3)

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code (the “Code”) provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by JMF-HIGLEY 2012 LLC, an Arizona limited liability company (“Seller”), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code; and
3. Seller’s U.S. employer taxpayer identification number is _____; and
4. Seller’s office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under the penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20__

SELLER:

JMF-HIGLEY 2012 LLC,
an Arizona limited liability company

By: The James Megellas Foundation, Inc.
Its: Sole Member

By: _____
Name:
Title:

ATTACHMENT 3.1.2
Base Use Fee Schedule

Lease Year	Period	Base Use Fee	Quarterly Installments
1	Use Fee Commencement Date-June 30, 2014	\$2,898,903.00	July 1, 2013:\$724,725.75 October 1, 2013:\$724,725.75 January 1, 2014:\$724,725.75 April 1, 2014:\$724,725.75
2	July 1, 2014-June 30, 2015	\$2,898,903.00	July 1, 2014:\$724,725.75 October 1, 2014:\$724,725.75 January 1, 2015:\$724,725.75 April 1, 2015:\$724,725.75
3	July 1, 2015-June 30, 2016	\$2,898,903.00	July 1, 2015:\$724,725.75 October 1, 2015:\$724,725.75 January 1, 2016:\$724,725.75 April 1, 2016:\$724,725.75
4	July 1, 2016-June 30, 2017	\$2,898,903.00	July 1, 2016:\$724,725.75 October 1, 2016:\$724,725.75 January 1, 2017:\$724,725.75 April 1, 2017:\$724,725.75
5	July 1, 2017-June 30, 2018	\$2,898,903.00	July 1, 2017:\$724,725.75 October 1, 2017:\$724,725.75 January 1, 2018:\$724,725.75 April 1, 2018:\$724,725.75
6	July 1, 2018-June 30, 2019	\$3,754,769.60	July 1, 2018:\$938,692.40 October 1, 2018:\$938,692.40 January 1, 2019:\$938,692.40 April 1, 2019:\$938,692.40
7	July 1, 2019-June 30, 2020	\$3,754,769.60	July 1, 2019:\$938,692.40 October 1, 2019:\$938,692.40 January 1, 2020:\$938,692.40 April 1, 2020:\$938,692.40
8	July 1, 2020-June 30, 2021	\$3,754,769.60	July 1, 2020:\$938,692.40 October 1, 2020:\$938,692.40 January 1, 2021:\$938,692.40 April 1, 2021:\$938,692.40
	July 1, 2021-June 30, 2022	\$3,754,769.60	July 1, 2021:\$938,692.40 October 1, 2021:\$938,692.40 January 1, 2022:\$938,692.40 April 1, 2022:\$938,692.40
10	July 1, 2022-June 30, 2023	\$3,754,769.60	July 1, 2022:\$938,692.40 October 1, 2022:\$938,692.40 January 1, 2023:\$938,692.40 April 1, 2023:\$938,692.40

Lease Year	Period	Base Use Fee	Quarterly Installments
11	July 1, 2023-June 30, 2024	\$3,754,769.60	July 1, 2023:\$938,692.40 October 1, 2023:\$938,692.40 January 1,2024:\$938,692.40 April 1, 2024:\$938,692.40
12	July 1, 2024-June 30, 2025	\$3,754,769.60	July 1, 2024:\$938,692.40 October 1, 2024:\$938,692.40 January 1,2025:\$938,692.40 April 1, 2025:\$938,692.40
13	July 1, 2025-June 30, 2026	\$3,754,769.60	July 1, 2025:\$938,692.40 October 1, 2025:\$938,692.40 January 1,2026:\$938,692.40 April 1, 2026:\$938,692.40
14	July 1, 2026-June 30, 2027	\$3,754,769.60	July 1, 2026:\$938,692.40 October 1, 2026:\$938,692.40 January 1,2027:\$938,692.40 April 1, 2027:\$938,692.40
15	July 1, 2027-June 30, 2028	\$3,754,769.60	July 1, 2027:\$938,692.40 October 1, 2027:\$938,692.40 January 1,2028:\$938,692.40 April 1, 2028:\$938,692.40
16	July 1, 2028-June 30, 2029	\$3,754,769.60	July 1, 2028:\$938,692.40 October 1, 2028:\$938,692.40 January 1,2029:\$938,692.40 April 1, 2029:\$938,692.40
17	July 1, 2029-June 30, 2030	\$3,754,769.60	July 1, 2029:\$938,692.40 October 1, 2029:\$938,692.40 January 1,2030:\$938,692.40 April 1, 2030:\$938,692.40
18	July 1, 2030-June 30, 2031	\$3,754,769.60	July 1, 2030:\$938,692.40 October 1, 2030:\$938,692.40 January 1,2031:\$938,692.40 April 1, 2031:\$938,692.40
19	July 1, 2031-June 30, 2032	\$3,754,769.60	July 1, 2031:\$938,692.40 October 1, 2031:\$938,692.40 January 1,2032:\$938,692.40 April 1, 2032:\$938,692.40
20	July 1, 2032-June 30, 2033	\$3,754,769.60	July 1, 2032:\$938,692.40 October 1, 2032:\$938,692.40 January 1,2033:\$938,692.40 April 1, 2033:\$938,692.40
21	July 1, 2033-June 30, 2034	\$3,754,769.60	July 1, 2033:\$938,692.40 October 1, 2033:\$938,692.40 January 1,2034:\$938,692.40 April 1, 2034:\$938,692.40
22	July 1, 2034-June 30, 2035		July 1, 2034:\$938,692.40 October 1, 2034:\$938,692.40

Lease Year	Period	Base Use Fee	Quarterly Installments
		\$3,754,769.60	January 1, 2035:\$938,692.40 April 1, 2035:\$938,692.40
23	July 1, 2035-June 30, 2036	\$3,754,769.60	July 1, 2035:\$938,692.40 October 1, 2035:\$938,692.40 January 1, 2036:\$938,692.40 April 1, 2036:\$938,692.40
24	July 1, 2036-June 30, 2037	\$3,754,769.60	July 1, 2036:\$938,692.40 October 1, 2036:\$938,692.40 January 1, 2037:\$938,692.40 April 1, 2037:\$938,692.40
25	July 1, 2037-June 30, 2038	\$3,754,769.60	July 1, 2037:\$938,692.40 October 1, 2037:\$938,692.40 January 1, 2038:\$938,692.40 April 1, 2038:\$938,692.40
26	July 1, 2038-June 30, 2039	\$3,754,769.60	July 1, 2038:\$938,692.40 October 1, 2038:\$938,692.40 January 1, 2039:\$938,692.40 April 1, 2039:\$938,692.40
27	July 1, 2039-June 30, 2040	\$3,754,769.60	July 1, 2039:\$938,692.40 October 1, 2039:\$938,692.40 January 1, 2040:\$938,692.40 April 1, 2040:\$938,692.40
28	July 1, 2040-June 30, 2041	\$3,754,769.60	July 1, 2040:\$938,692.40 October 1, 2040:\$938,692.40 January 1, 2041:\$938,692.40 April 1, 2041:\$938,692.40
29	July 1, 2041-June 30, 2042	\$3,754,769.60	July 1, 2041:\$938,692.40 October 1, 2041:\$938,692.40 January 1, 2042:\$938,692.40 April 1, 2042:\$938,692.40
30	July 1, 2042-June 30, 2043	\$3,754,769.60	July 1, 2042:\$938,692.40 October 1, 2042:\$938,692.40 January 1, 2043:\$938,692.40 April 1, 2043:\$938,692.40
31	July 1, 2043-June 30, 2044	\$3,754,769.60	July 1, 2043:\$938,692.40 October 1, 2043:\$938,692.40 January 1, 2044:\$938,692.40 April 1, 2044:\$938,692.40
32	July 1, 2044-June 30, 2045	\$3,754,769.60	July 1, 2044:\$938,692.40 October 1, 2044:\$938,692.40 January 1, 2045:\$938,692.40 April 1, 2045:\$938,692.40
33	July 1, 2045-June 30, 2046	\$3,754,769.60	July 1, 2045:\$938,692.40 October 1, 2045:\$938,692.40 January 1, 2046:\$938,692.40 April 1, 2046:\$938,692.40

Lease Year	Period	Base Use Fee	Quarterly Installments
34	July 1, 2046-June 30, 2047	\$3,754,769.60	July 1, 2046:\$938,692.40 October 1, 2046:\$938,692.40 January 1, 2047:\$938,692.40 April 1, 2047:\$938,692.40
35	July 1, 2047-June 30, 2048	\$3,754,769.60	July 1, 2047:\$938,692.40 October 1, 2047:\$938,692.40 January 1, 2048:\$938,692.40 April 1, 2048:\$938,692.40
36	July 1, 2048-June 30, 2049	\$3,754,769.60	July 1, 2048:\$938,692.40 October 1, 2048:\$938,692.40 January 1, 2049:\$938,692.40 April 1, 2049:\$938,692.40
37	July 1, 2049-June 30, 2050	\$3,754,769.60	July 1, 2049:\$938,692.40 October 1, 2049:\$938,692.40 January 1, 2050:\$938,692.40 April 1, 2050:\$938,692.40
38	July 1, 2050-June 30, 2051	\$3,754,769.60	July 1, 2050:\$938,692.40 October 1, 2050:\$938,692.40 January 1, 2051:\$938,692.40 April 1, 2051:\$938,692.40
39	July 1, 2051-June 30, 2052	\$3,754,769.60	July 1, 2051:\$938,692.40 October 1, 2051:\$938,692.40 January 1, 2052:\$938,692.40 April 1, 2052:\$938,692.40
40	July 1, 2052-June 30, 2053	\$3,754,769.60	July 1, 2052:\$938,692.40 October 1, 2052:\$938,692.40 January 1, 2053:\$938,692.40 April 1, 2053:\$938,692.40

ATTACHMENT 3.1.3
Improvements Use Fee Schedule

Lease Year	Period	Improvements Use Fee	Quarterly Installments
1	Use Fee Commencement Date-June 30, 2014	\$308,140	July 1, 2013: \$77,035 October 1, 2013: \$77,035 January 1, 2014: \$77,035 April 1, 2014: \$77,035
2	July 1, 2014-June 30, 2015	\$308,140	July 1, 2014: \$77,035 October 1, 2014: \$77,035 January 1, 2015: \$77,035 April 1, 2015: \$77,035
3	July 1, 2015-June 30, 2016	\$308,140	July 1, 2015: \$77,035 October 1, 2015: \$77,035 January 1, 2016: \$77,035 April 1, 2016: \$77,035
4	July 1, 2016-June 30, 2017	\$308,140	July 1, 2016: \$77,035 October 1, 2016: \$77,035 January 1, 2017: \$77,035 April 1, 2017: \$77,035
5	July 1, 2017-June 30, 2018	\$308,140	July 1, 2017: \$77,035 October 1, 2017: \$77,035 January 1, 2018: \$77,035 April 1, 2018: \$77,035
6	July 1, 2018-June 30, 2019	\$405,880	July 1, 2018: \$101,470 October 1, 2018: \$101,470 January 1, 2019: \$101,470 April 1, 2019: \$101,470
7	July 1, 2019-June 30, 2020	\$405,880	July 1, 2019: \$101,470 October 1, 2019: \$101,470 January 1, 2020: \$101,470 April 1, 2020: \$101,470
8	July 1, 2020-June 30, 2021	\$405,880	July 1, 2020: \$101,470 October 1, 2020: \$101,470 January 1, 2021: \$101,470 April 1, 2021: \$101,470
9	July 1, 2021-June 30, 2022	\$405,880	July 1, 2021: \$101,470 October 1, 2021: \$101,470 January 1, 2022: \$101,470 April 1, 2022: \$101,470
10	July 1, 2022-June 30, 2023	\$405,880	July 1, 2022: \$101,470 October 1, 2022: \$101,470 January 1, 2023: \$101,470

Lease Year	Period	Improvements Use Fee	Quarterly Installments
			April 1, 2023: \$101,470
11	July 1, 2023-June 30, 2024	\$405,880	July 1, 2023: \$101,470 October 1, 2023: \$101,470 January 1, 2024: \$101,470 April 1, 2024: \$101,470
12	July 1, 2024-June 30, 2025	\$405,880	July 1, 2024: \$101,470 October 1, 2024: \$101,470 January 1, 2025: \$101,470 April 1, 2025: \$101,470
13	July 1, 2025-June 30, 2026	\$405,880	July 1, 2025: \$101,470 October 1, 2025: \$101,470 January 1, 2026: \$101,470 April 1, 2026: \$101,470
14	July 1, 2026-June 30, 2027	\$405,880	July 1, 2026: \$101,470 October 1, 2026: \$101,470 January 1, 2027: \$101,470 April 1, 2027: \$101,470
15	July 1, 2027-June 30, 2028	\$405,880	July 1, 2027: \$101,470 October 1, 2027: \$101,470 January 1, 2028: \$101,470 April 1, 2028: \$101,470
16	July 1, 2028-June 30, 2029	\$405,880	July 1, 2028: \$101,470 October 1, 2028: \$101,470 January 1, 2029: \$101,470 April 1, 2029: \$101,470
17	July 1, 2029-June 30, 2030	\$405,880	July 1, 2029: \$101,470 October 1, 2029: \$101,470 January 1, 2030: \$101,470 April 1, 2030: \$101,470
18	July 1, 2030-June 30, 2031	\$405,880	July 1, 2030: \$101,470 October 1, 2030: \$101,470 January 1, 2031: \$101,470 April 1, 2031: \$101,470
19	July 1, 2031-June 30, 2032	\$405,880	July 1, 2031: \$101,470 October 1, 2031: \$101,470 January 1, 2032: \$101,470 April 1, 2032: \$101,470
20	July 1, 2032-June 30, 2033	\$405,880	July 1, 2032: \$101,470 October 1, 2032: \$101,470 January 1, 2033: \$101,470 April 1, 2033: \$101,470
21	July 1, 2033-June 30, 2034	\$405,880	July 1, 2033: \$101,470 October 1, 2033: \$101,470 January 1, 2034: \$101,470 April 1, 2034: \$101,470

Lease Year	Period	Improvements Use Fee	Quarterly Installments
22	July 1, 2034-June 30, 2035	\$405,880	July 1, 2034: \$101,470 October 1, 2034: \$101,470 January 1, 2035: \$101,470 April 1, 2035: \$101,470
23	July 1, 2035-June 30, 2036	\$405,880	July 1, 2035: \$101,470 October 1, 2035: \$101,470 January 1, 2036: \$101,470 April 1, 2036: \$101,470
24	July 1, 2036-June 30, 2037	\$405,880	July 1, 2036: \$101,470 October 1, 2036: \$101,470 January 1, 2037: \$101,470 April 1, 2037: \$101,470
25	July 1, 2037-June 30, 2038	\$405,880	July 1, 2037: \$101,470 October 1, 2037: \$101,470 January 1, 2038: \$101,470 April 1, 2038: \$101,470
26	July 1, 2038-June 30, 2039	\$405,880	July 1, 2038: \$101,470 October 1, 2038: \$101,470 January 1, 2039: \$101,470 April 1, 2039: \$101,470
27	July 1, 2039-June 30, 2040	\$405,880	July 1, 2039: \$101,470 October 1, 2039: \$101,470 January 1, 2040: \$101,470 April 1, 2040: \$101,470
28	July 1, 2040-June 30, 2041	\$405,880	July 1, 2040: \$101,470 October 1, 2040: \$101,470 January 1, 2041: \$101,470 April 1, 2041: \$101,470
29	July 1, 2041-June 30, 2042	\$405,880	July 1, 2041: \$101,470 October 1, 2041: \$101,470 January 1, 2042: \$101,470 April 1, 2042: \$101,470
30	July 1, 2042-June 30, 2043	\$405,880	July 1, 2042: \$101,470 October 1, 2042: \$101,470 January 1, 2043: \$101,470 April 1, 2043: \$101,470
31	July 1, 2043-June 30, 2044	\$405,880	July 1, 2043: \$101,470 October 1, 2043: \$101,470 January 1, 2044: \$101,470 April 1, 2044: \$101,470
32	July 1, 2044-June 30, 2045	\$405,880	July 1, 2044: \$101,470 October 1, 2044: \$101,470 January 1, 2045: \$101,470 April 1, 2045: \$101,470
33	July 1, 2045-June 30, 2046	\$405,880	July 1, 2045: \$101,470

Lease Year	Period	Improvements Use Fee	Quarterly Installments
			October 1, 2045: \$101,470 January 1, 2046: \$101,470 April 1, 2046: \$101,470
34	July 1, 2046-June 30, 2047	\$405,880	July 1, 2046: \$101,470 October 1, 2046: \$101,470 January 1, 2047: \$101,470 April 1, 2047: \$101,470
35	July 1, 2047-June 30, 2048	\$405,880	July 1, 2047: \$101,470 October 1, 2047: \$101,470 January 1, 2048: \$101,470 April 1, 2048: \$101,470
36	July 1, 2048-June 30, 2049	\$405,880	July 1, 2048: \$101,470 October 1, 2048: \$101,470 January 1, 2049: \$101,470 April 1, 2049: \$101,470
37	July 1, 2049-June 30, 2050	\$405,880	July 1, 2049: \$101,470 October 1, 2049: \$101,470 January 1, 2050: \$101,470 April 1, 2050: \$101,470
38	July 1, 2050-June 30, 2051	\$405,880	July 1, 2050: \$101,470 October 1, 2050: \$101,470 January 1, 2051: \$101,470 April 1, 2051: \$101,470
39	July 1, 2051-June 30, 2052	\$405,880	July 1, 2051: \$101,470 October 1, 2051: \$101,470 January 1, 2052: \$101,470 April 1, 2052: \$101,470
40	July 1, 2052-June 30, 2053	\$405,880	July 1, 2052: \$101,470 October 1, 2052: \$101,470 January 1, 2053: \$101,470 April 1, 2053: \$101,470

ATTACHMENT 6.1
Plans and Specifications

[Attached 5 pages]

M4.5	Mechanical Sequences of Control - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M4.6	Mechanical Schedules - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M5.1	Mechanical Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M5.2	Mechanical Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M5.3	Mechanical Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
ES1.1	Electrical Site Plan - Elona Ranch	21-Jul-12	N/A	12-Sep-12	None	White
ES1.2	Electrical Underground Plan - Elona Ranch	21-Jul-12	N/A	12-Sep-12	None	White
ES2.1	Photometric Site Plan - Elona Ranch	21-Jul-12	N/A	12-Sep-12	None	White
ES2.2	Photometric Schedules & Cut Sheets - Elona Ranch	21-Jul-12	N/A	12-Sep-12	None	White
ES1.1	Electrical Site Plan - Sossaman Estates	29-Aug-12	N/A	12-Sep-12	None	White
ES1.2	Electrical Underground Plan - Sossaman Estates	29-Aug-12	N/A	12-Sep-12	None	White
ES2.1	Photometric Site Plan - Sossaman Estates	29-Aug-12	N/A	12-Sep-12	None	White
ES2.2	Photometric Schedules & Cut Sheets - Sossaman Estates	29-Aug-12	N/A	12-Sep-12	None	White
E2.1	Building A - Area 100 & 200 Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E2.2	Building A - Area 300 - Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E2.3	Building A - Area 400 - Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E2.4	Building A - Area 500 - Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E2.5	Building B - Area 600 - Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E2.6	Building C - Area 700 - Lighting Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.1	Building A - Area 100, 200 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.2	Building A - Area 300 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.3	Building A - Area 400 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.4	Building A - Area 500 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.5	Building B - Area 600 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.6	Building C - Area 700 Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E3.7	Enlarged Kitchen Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E4.1	Building A - Area 100, 200 HVAC Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E4.2	Building A - Area 300 HVAC Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E4.3	Building A - Area 400 HVAC Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E4.4	Building A - Area 500 HVAC Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E4.5	Building B - Area 600 HVAC Power Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E5.0	Building A One Line Diagram - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E5.1	Building B One Line Diagram - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E7.0	Energy Calculations & Lighting Fixture Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White

E7.1	Mechanical & Kitchen Equipment Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E7.2	Panelboard Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E7.3	Panelboard Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E7.4	Panelboard Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E7.5	Panelboard Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E8.1	Electrical Details - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E8.1	Electrical Details - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
E9.0	Electrical Symbol Legend & Abbreviations - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
FA-0.00	Fire Alarm Cover Sheet - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-1.00	Fire Alarm Riser Diagram - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-2.00	Fire Alarm Building A 1st Floor North Plan & Building C Floor Plan - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-2.01	Fire Alarm Building A 1st Floor South Plan - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-2.02	Fire Alarm Building A 2nd Floor North Plan - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-2.03	Fire Alarm Building A 2nd Floor South Plan - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-2.04	Fire Alarm Building B Floor Plan - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-3.00	Field Device Wiring - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-4.00	Fire Alarm System Calculations - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-5.00	Fire Alarm Control Panel (FACP) Layout - Elona Ranch	5-Aug-12	N/A	12-Sep-12	None	White
FA-6.00	Booster Power Supply (BPS) & Motherboard (MB) Wiring Diagram	5-Aug-12	N/A	12-Sep-12	None	White
PA-0.00	Cover Sheet	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.01	Buildings 100 & 200 Paging Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.02	Building 300 Paging Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.03	Building 400 Paging Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.04	Building 500 Paging Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.05	Building 600 Paging Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-0.00	Cover Sheet - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.00	Site - CCTV Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.01	Building 100 & 200 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.02	Building 300 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.03	Building 400 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.04	Building 500 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.05	Building 600 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
SS-2.06	Building 700 Security Plan - Elona Ranch	14-Sep-12	N/A	14-Sep-12	None	White
PA-0.00	Cover Sheet - Sossaman Estates	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.01	Buildings 100 & 200 Paging Plan - Sossaman Estates	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.02	Building 300 Paging Plan - Sossaman Estates	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.03	Building 400 Paging Plan - Sossaman Estates	14-Sep-12	N/A	14-Sep-12	None	White
PA-2.04	Building 500 Paging Plan - Sossaman Estates	14-Sep-12	N/A	14-Sep-12	None	White

A1.7	Site Details - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
K1.01	Bldg. B - Area 600A: Kitchen Equipment Floor Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.02	Bldg. C - Area 700: Kitchen Equipment Floor Plan and Schedule - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.03	Bldg. A - Area 300: Kitchen Equipment Floor Plan and Schedule - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.04	Bldg. B - Area 600A: Kitchen Equipment Plumbing Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.05	Bldg. C - Area 700: Kitchen Equipment Plumbing Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.06	Bldg. A - Area 300: Kitchen Equipment Plumbing Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.07	Bldg. B - Area 600A: Kitchen Equipment Electrical Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.08	Bldg. C - Area 700: Kitchen Equipment Electrical Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.09	Bldg. A - Area 300: Kitchen Equipment Electrical Rough-In - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.10	Bldg. B - Area 600A: Kitchen Equipment Exhaust Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K1.11	Bldg. B - Area 600A: Kitchen Equipment Deposition Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K2.01	Bldg. B - Area 600A: Kitchen Equipment Schedule - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K4.01	Kitchen Equipment Special Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
K4.02	Kitchen Equipment Exhaust Hood Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
S1.1E	General Structural Notes - Elona Ranch	13-Sep-12	N/A	12-Sep-12	None	White
S1.1S	General Structural Notes - Sossaman Estates	13-Sep-12	N/A	13-Sep-12	None	White
S1.2	Standard Details	13-Sep-12	N/A	13-Sep-12	None	White
S2A.1	Foundation Plan - Bldg. A - Area 100/200	13-Sep-12	N/A	13-Sep-12	None	White
S2A.2	Foundation Plan - Bldg. A - Area 300	13-Sep-12	N/A	13-Sep-12	None	White
S2B.1	Foundation Plan - Bldg. B - Area 600A	13-Sep-12	N/A	13-Sep-12	None	White
S2B.2	Foundation - Bldg. B/C - Area 600B/700	13-Sep-12	N/A	13-Sep-12	None	White
S3A.1	Floor Framing Plan - Bldg. A2 - Area 400	13-Sep-12	N/A	13-Sep-12	None	White
S3A.2	Floor Framing Plan - Bldg. A2 - Area 500	13-Sep-12	N/A	13-Sep-12	None	White
S4A.1	Roof Framing Plan - Bldg. A2 - Area 400	13-Sep-12	N/A	13-Sep-12	None	White
S4A.2	Roof Framing Plan - Bldg. A2 - Area 500	13-Sep-12	N/A	13-Sep-12	None	White
S4B.1	Low Roof Framing - Bldg. B - Area 600A	13-Sep-12	N/A	13-Sep-12	None	White
S4B.2	Low Roof Framing - Bldg. B/C - Area 600B/700	13-Sep-12	N/A	13-Sep-12	None	White
S4B.3	High Roof Framing Plan - Bldg. B	13-Sep-12	N/A	13-Sep-12	None	White
S5.1	Foundation Details	13-Sep-12	N/A	13-Sep-12	None	White
S5.2	Foundation Details	13-Sep-12	N/A	13-Sep-12	None	White
S5.3	Braced Frame Elevations - Bldg. A/A2	13-Sep-12	N/A	13-Sep-12	None	White
S5.4	Braced Frame Elevations - Bldg. A/A2	13-Sep-12	N/A	13-Sep-12	None	White
S6.1	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White
S6.2	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White
S6.3	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White
S6.4	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White
S6.5	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White
S6.6	Framing Details	13-Sep-12	N/A	13-Sep-12	None	White

P2.1	Buildings A - Area 100 & 200 Plumbing Plan - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
P2.2	Buildings A - Area 300 Plumbing Plan - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
P2.3	Building A2 - Area 400 Plumbing Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P2.4	Building A2 - Area 500 Plumbing Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P2.5	Building C - Area 600 Plumbing Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P2.6	Building C - Area 700 Plumbing Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P2.7	Building 600 - Enlarged Kitchen Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P2.8	Plumbing Central Plant Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P3.1	Plumbing Diagrams - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
P3.2	Plumbing Diagrams - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
P3.3	Plumbing Diagrams - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P3.4	Plumbing Diagrams - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P4.1	Plumbing Schedules - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
P4.2	Plumbing Specifications - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
P5.1	Plumbing Details - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M2.1	Building A - Area 100 & 200 Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.2	Building A - Area 300 - Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.3	Building A2 - Area 400 Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.4	Building A2 - Area 500 Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.5	Building B - Area 600 Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.6	Building C - Area 700 Mechanical Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.7	Building A Mechanical Roof Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M2.8	Building B - Area 600 - Mechanical Roof Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.0	Mechanical Site Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.1	Building A - Area 100 & 200 Mechanical Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.2	Building A - Area 300 - Mechanical Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.3	Building A2 - Area 400 - Mechanical Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.4	Building A2 - Area 500 - Mechanical Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.5	Building B - Area 600 - Mechanical Piping Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M3.6	Mechanical Central Plant Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
M4.1	Mechanical Schedules - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M4.2	Mechanical Schedules - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M4.3	Mechanical Schedules - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White
M4.4	Mechanical Schedules - Sossaman Estates	21-Jul-12	N/A	12-Sep-12	None	White

L3.3	Irrigation Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L3.4	Irrigation Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L4.0	Landscape Details - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L1.0	Cover Sheet - Sossaman Estates	28-Aug-12	28-Aug-12	12-Sep-12	None	White
L2.0	Overall Landscape Plan - Sossaman Ranch	28-Aug-12	28-Aug-12	12-Sep-12	None	White
L2.1	Landscape Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L2.2	Landscape Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L2.3	Landscape Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L2.4	Landscape Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.0	Overall Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.1	Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.2	Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.3	Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.4	Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.5	Irrigation Plan - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L4.0	Landscape Details - Sossaman Estates	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L4.1	Landscape Details - Sossaman Estates	28-Aug-12	28-Aug-12	12-Sep-12	None	White
A0.1	Life Safety Building A - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A0.2	Life Safety Building B - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A0.3	Life Safety Building C - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A1.0	Site Plan Overall - Elona Ranch	11-Sep-12	N/A	12-Sep-12	None	White
A1.0	Site Plan Overall - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
A1.1	Enlarged Site Plan - Elona Ranch	11-Sep-12	N/A	12-Sep-12	None	White
A1.2	Enlarged Site Plan - Elona Ranch	11-Sep-12	N/A	12-Sep-12	None	White
A1.7	Site Details - Elona Ranch	11-Sep-12	N/A	12-Sep-12	None	White
A2.0	Composite Floor Plan 100, 200, 300 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.1	Floor Plan 100, 200 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.2	Floor Plan 300 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.3	Composite Floor Plan 400, 500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.4	Floor Plan 400 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.5	Floor Plan 500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.6	Composite Floor Plan 600 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.7	Partial Floor Plan 600A - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.8	Partial Floor Plan 600B - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A2.9	Floor Plan 700 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.0	Reflected Ceiling Plan 100, 200, 300 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.1	Reflected Ceiling Plan 100, 200 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.2	Reflected Ceiling Plan 300 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.3	Reflected Ceiling Plan 400, 500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.4	Reflected Ceiling Plan 400 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.5	Reflected Ceiling Plan 500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.6	Reflected Ceiling Plan 600 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A3.7	Reflected Ceiling Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White

A4.0	Roof Plan Building 100-500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A4.1	Roof Plan 600 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A4.2	Roof Plan 700 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A4.3	Roof Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A4.4	Roof Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A5.0	Exterior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A5.1	Exterior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A5.2	Exterior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.0	Building A Wall Sections - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.1	Building A Wall Sections - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.2	Building B Wall Sections - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.3	Building B Wall Sections - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.4	Building C Wall Sections - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A6.5	Wall Types & Details	6-Sep-12	N/A	12-Sep-12	None	White
A7.0	Enlarged Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.1	Enlarged Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.2	Enlarged Plan - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.3	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.4	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.5	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.6	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.7	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A7.8	Interior Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.0	Room Finish Schedule - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.1	Floor Finish Plan 100, 200 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.2	Floor Finish Plan 300 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.3	Finish Floor Plan 400 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.4	Finish Floor Plan 500 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.5	Finish Floor Plan 600 - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.6	Door and Window Schedule - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.7	Door Frame Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.8	Door Frame Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.8	Door Frame Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.9	Window Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.10	Window elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.10	Window Elevations - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.12	Window Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A8.13	Transition Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A9.0	ADA Details - Elona Ranch	6-Sep-12	N/A	12-Sep-12	None	White
A1.1	Enlarged Site Plan - Sossaman Estates	6-Sep-12	N/A	12-Sep-12	None	White
A1.2	Enlarged Site Plan - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
A1.3	Site Details - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
A1.4	Site Details - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
A1.5	Site Details - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White
A1.6	Site Details - Sossaman Estates	11-Sep-12	N/A	12-Sep-12	None	White

New Middle/Preschool at Elona Ranch and Sossaman Estates - Project Manual						
Division 01	General Requirements	6-Sep-12	N/A	12-Sep-12	None	White
Division 02	Existing Conditions	6-Sep-12	N/A	12-Sep-12	None	White
Division 03	Concrete	6-Sep-12	N/A	12-Sep-12	None	White
Division 04	Masonry	6-Sep-12	N/A	12-Sep-12	None	White
Division 05	Metals	6-Sep-12	N/A	12-Sep-12	None	White
Division 06	Woods, Plastic and Composites	6-Sep-12	N/A	12-Sep-12	None	White
Division 07	Thermal and Moisture Protection	6-Sep-12	N/A	12-Sep-12	None	White
Division 08	Openings	6-Sep-12	N/A	12-Sep-12	None	White
Division 09	Finishes	6-Sep-12	N/A	12-Sep-12	None	White
Division 10	Specialties	6-Sep-12	N/A	12-Sep-12	None	White
Division 11	Equipment	6-Sep-12	N/A	12-Sep-12	None	White
Division 12	Furnishings	6-Sep-12	N/A	12-Sep-12	None	White
Division 14	Conveying Equipment	6-Sep-12	N/A	12-Sep-12	None	White
Division 22	Plumbing	6-Sep-12	N/A	12-Sep-12	None	White
Division 23	Heating, Ventilating, and Air Conditioning	6-Sep-12	N/A	12-Sep-12	None	White
Division 26	Electrical	6-Sep-12	N/A	12-Sep-12	None	White
Division 31	Earthwork	6-Sep-12	N/A	12-Sep-12	None	White
Division 32	Exterior Improvements	6-Sep-12	N/A	12-Sep-12	None	White
Division 33	Utilities	6-Sep-12	N/A	12-Sep-12	None	White
New Middle/Preschool at Elona Ranch and Sossaman Estates - Drawings						
A0-0	Cover Sheet	12-Sep-12	12-Sep-12	12-Sep-12	None	White
A0-1	Cover Sheet	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-1	Cover Sheet - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-2	Notes Sheet - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-3	Detail Sheet - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-4	Detail Sheet - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-5	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-6	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-7	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-8	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-9	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-10	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-11	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-12	Grading & Drainage Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-13	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-14	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-15	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-16	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-17	Sanitary Sewer Line Profiles - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-18	Playcourt Detail Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White

SWM-1	Storm Water Management Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-1	Cover Sheet - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-2	Notes, Legends, and Cross Sections Sheet - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-3	Detail Sheet - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-4	Detail Sheet - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-5	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-6	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-7	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-8	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-9	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-10	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-11	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-12	Grading & Drainage Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-13	Storm Drain Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-14	Playcourt Detail Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-15	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-16	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-17	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-18	Domestic Water, Sanitary Sewer, and Private Fire Line Plan - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
C-19	Sanitary Sewer Line Profiles - Sossaman Estates	12-Sep-12	12-Sep-12	12-Sep-12	None	White
SW-1	Storm Water Management Plan - Sossaman Estates	27-Aug-12	27-Aug-12	12-Sep-12	None	White
SW-2	Storm Water Management Plan - Sossaman Estates	27-Aug-12	27-Aug-12	12-Sep-12	None	White
ST-1	Cover Sheet - Sossaman Estates	27-Aug-12	27-Aug-12	12-Sep-12	None	White
ST-2	Signing and Striping Plan - Sossaman Estates	27-Aug-12	27-Aug-12	12-Sep-12	None	White
ST-3	Signing and Striping Plan - Sossaman Estates	27-Aug-12	27-Aug-12	12-Sep-12	None	White
SL1	Street Light Cover Sheet - Sossaman Estates	23-Aug-12	23-Aug-12	12-Sep-12	None	White
SL2	Street Light Plan - Sossaman Estates	23-Aug-12	23-Aug-12	12-Sep-12	None	White
L1.0	Cover Sheet - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L2.0	Landscape Plan - Elona Ranch	10-Sep-12	10-Sep-12	12-Sep-12	None	White
L2.1	Landscape Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L2.2	Landscape Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L2.3	Landscape Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L2.4	Preschool Play Area Hardscapes and Equip Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L2.5	Second Level Garden Balcony Landscape Plan - Sossaman Ranch	6-Aug-12	28-Aug-12	12-Sep-12	None	White
L3.0	Irrigation Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L3.1	Irrigation Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White
L3.2	Irrigation Plan - Elona Ranch	12-Sep-12	12-Sep-12	12-Sep-12	None	White

Higley Unified School District
New Middle/Preschool at Elona Ranch
and Sossaman Estates
GMP

01 October 2012

[illegible]

SCHEDULE 6.5
Development Budget

Lump Sum GMP Design Build Agreement	\$ 27,887,500.00
Contingency	<u>525,000.00</u>
Total	\$ 28,412,500.00

ATTACHMENT 11.1.1
Capital Repairs Schedule

Lease Year	Period	Capital Repair Required
1	Use Fee Commencement Date-June 30, 2014	
2	July 1, 2014-June 30, 2015	
3	July 1, 2015-June 30, 2016	
4	July 1, 2016-June 30, 2017	
5	July 1, 2017-June 30, 2018	
6	July 1, 2018-June 30, 2019	
7	July 1, 2019-June 30, 2020	
8	July 1, 2020-June 30, 2021	<ul style="list-style-type: none"> • Recoat foam roofing • Repair caulking and sealants
9	July 1, 2021-June 30, 2022	
10	July 1, 2022-June 30, 2023	<ul style="list-style-type: none"> • Repair/recaulk Sola Tube skylights • Repair/recaulk prismatic glass skylights • Repair/recaulk insulated glass • Replace carpet and resilient floorings
11	July 1, 2023-June 30, 2024	
12	July 1, 2024-June 30, 2025	
13	July 1, 2025-June 30, 2026	
14	July 1, 2026-June 30, 2027	
15	July 1, 2027-June 30, 2028	<ul style="list-style-type: none"> • Replace door hardware (locksets) • Replace door hardware (panic devices) • Replace door hardware (closers) • Replace plumbing flush valves, faucets, water heaters
16	July 1, 2028-June 30, 2029	<ul style="list-style-type: none"> • Replace foam roofing • Repair caulking and sealants
17	July 1, 2029-June 30, 2030	
18	July 1, 2030-June 30, 2031	
19	July 1, 2031-June 30, 2032	<ul style="list-style-type: none"> • Replace carpet and resilient floorings
20	July 1, 2032-June 30, 2033	<ul style="list-style-type: none"> • Repair/recaulk Sola Tube skylights • Repair/recaulk prismatic glass skylights • Repair/recaulk insulated glass
21	July 1, 2033-June 30, 2034	
22	July 1, 2034-June 30, 2035	
23	July 1, 2035-June 30, 2036	
24	July 1, 2036-June 30, 2037	<ul style="list-style-type: none"> • Recoat foam roofing • Replace caulking and sealants
25	July 1, 2037-June 30, 2038	<ul style="list-style-type: none"> • Replace magnetic bearing chiller • Replace cooling towers
26	July 1, 2038-June 30, 2039	
27	July 1, 2039-June 30, 2040	
28	July 1, 2040-June 30, 2041	
29	July 1, 2041-June 30, 2042	
30	July 1, 2042-June 30, 2043	<ul style="list-style-type: none"> • Replace Sola Tube skylights

Lease Year	Period	Capital Repair Required
		<ul style="list-style-type: none"> • Replace prismatic glass skylights • Replace door hardware (locksets) • Replace door hardware (panic devices) • Replace door hardware (closers) • Replace insulated glass • Replace acoustical ceiling tile • Replace carpet and resilient floorings • Replace plumbing flush valves, faucets, water heaters
31	July 1, 2043-June 30, 2044	
32	July 1, 2044-June 30, 2045	<ul style="list-style-type: none"> • Replace foam roofing • Repair caulking and sealants
33	July 1, 2045-June 30, 2046	
34	July 1, 2046-June 30, 2047	
35	July 1, 2047-June 30, 2048	
36	July 1, 2048-June 30, 2049	
37	July 1, 2049-June 30, 2050	
38	July 1, 2050-June 30, 2051	
39	July 1, 2051-June 30, 2052	
40	July 1, 2052-June 30, 2053	<ul style="list-style-type: none"> • Recoat foam roofing • Repair/recaulk Sola Tube skylights • Repair/recaulk prismatic glass skylights • Replace caulking and sealants • Repair/recaulk insulated glass • Repair carpet and resilient floorings

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