

AGREEMENT

This Agreement ("Agreement") is made effective as of March __, 2021 ("Effective Date"), by and among: (i) 92 MOB, LLC, an Arizona limited liability company, with a mailing address of 7120 East Kierland Blvd. Unit 807, Scottsdale, AZ 85254 ("PARANTAP"); (ii) SHEA & 92ND OPCO LLC, a Delaware limited liability company, with a mailing address of 11440 San Vicente Blvd. #200, Los Angeles, CA 90049 ("OPCO"); and (iii) PCRES HOLDINGS, LLC, an Arizona limited liability company, with a mailing address of 7120 East Kierland Blvd. Unit 807, Scottsdale, AZ 85254 ("PCRES").

Background

A. PARANTAP and OPCO own certain real property in Scottsdale, Arizona described as the "PARANTAP Property" and "OPCO Property", respectively, as described on Exhibit A-1 and Exhibit A-2 to this Agreement.

B. PCRES is the owner of the property commonly known as 10301 N 92nd Street, a vacant two-story office building ("Acquisition Property") as described on Exhibit A-3. This Acquisition Property is located immediately to the east of the Parantap Property and south of the OPCO Property.

C. An affiliated company of PCRES owns a two acre parcel immediately east of the Acquisition Property as shown on the Site Plan attached to this Agreement as Exhibit A-4 and legally described on Exhibit A-5 to this Agreement (referred to as the "Commercial Property" for purposes of this Agreement) and together with the Acquisition Property, PCRES plans to combine and to entitle the Acquisition Property with the Commercial Property to develop a mid-rise Class A multi-family residential project ("Residential Project") approximately 6-stories tall but in no event greater than 85 feet in height (collectively, the "Residential Entitlements"). The Residential Entitlements shall include without limitation all final entitlements, and approvals, rezoning, site plan approval, any necessary variances and other items required by all applicable governmental, including the City of Scottsdale (the "City"), or other quasi-governmental, authorities or agencies, subject only to those conditions acceptable to PCRES in its sole discretion.

D. The parties acknowledge that PCRES will expend considerable time and expense to secure the necessary zoning and entitlements from the City of Scottsdale. PCRES needs to rely on the support of OPCO and PARATAP in pursuit of the Residential Entitlements, including modifying certain Restrictions, Easements and further Encumbrances which would otherwise prohibit PCRES' intended use and design of the Project per the Site Plan attached as Exhibit A-4 hereto.

E. The Parantap Property, OPCO Property and Acquisition Property are each encumbered by numerous restrictive covenants, easements and encumbrances including a waterline, utility and roadway access easements further described herein (collectively, "Recorded Documents"). Unless otherwise defined, capitalized terms in this Agreement will have the meanings given them in the applicable Recorded Documents.

F. The parties have agreed to certain rights and obligations in connection with PCRES' efforts to obtain the Residential Entitlements as provided in this Agreement.

Agreement

For good and valuable consideration, the parties covenant and agree as follows:

1. Declaration Modifications. Upon written request from PCRES, PARANTAP and OPCO shall execute and deliver to PCRES amendments to or terminations of the Recorded Documents permitting the entitlement, development and operation of the Residential Project on the Residential Parcel in substantial conformance with the Site Plan attached as Exhibit A-4. Notwithstanding anything herein to the contrary, OPCO will not be required to execute or deliver any amendments or terminations to any of the Recorded Documents: (i) which negatively impact the OPCO Property; (ii) which would result in increased operating costs for the OPCO Property, or (iii) for which OPCO is required to obtain consent of any lender or mortgagee and such lender or mortgagee refuses to consent.

2. Easement Relocation. Upon written request from PCRES, PARANTAP and OPCO shall execute and deliver to PCRES such documents or amendments to the Recorded Documents as are reasonably necessary to realign the rear access drive and other ingress egress easement areas located on the Acquisition Property to connect to a new traffic signal to be constructed on 92nd Street, all as depicted on the site plan attached to this Agreement as Exhibit A-4. Any change to the site plan shall require the approval of PARANTAP and OPCO which approval shall not be unreasonably withheld, delayed or conditioned. All parties shall cause the applicable Recorded Documents to be modified and amended so that any common driveway is relocated to conform with the Residential Entitlements ("Easement Relocation"), based on civil engineered drawings depicting access to the OPCO Property. The Easement Relocation shall be at PCRES' sole cost and expense and shall not disrupt, impede or prevent any deliveries to the East Access as shown on Exhibit A-4 of the OPCO Property and behind the PARANTAP building until it connects to 92nd Street. The new Easement Relocation shall be constructed prior to the existing easement area being realigned. It is the intent of the parties that any and all vehicles including, without limitation, delivery trucks of Tenants of the OPCO Property at all times shall have the full access to the OPCO Property from Shea Boulevard to 92nd Street along the East Access, and such access shall not be impaired, interfered or restricted in any way, specifically including turning radius and height restrictions for truck deliveries. PCRES will indemnify OPCO from any and all damages and claims resulting from the lack of truck delivery access during the Easement Relocation and shall promptly take any and all actions necessary to restore access for truck deliveries.

3. Adjacent/Shared Wall. OPCO acknowledges that a small portion of the north end of the Acquisition Property currently connects to a common wall on the SEC of the OPCO Property ("Adjacent Wall") as depicted on Exhibit C to this Agreement. Upon written request from PCRES, OPCO shall execute and deliver to PCRES such documents ("Adjacent Wall Documents") as are reasonably necessary to permit PCRES to demolish the Acquisition Property, including the Adjacent Wall, provided that: (i) all work will be at PCRES' sole cost and expense; (ii) PCRES will indemnify OPCO from any and all damages and claims resulting from PCRES' activities on the OPCO Property including, without limitation, the demolition of

the building on the OPCO Property; (iii) PCRES shall provide reasonable advance written notice to OPCO prior to detaching the Adjacent Wall to minimize tenant disruption; and (iv) PCRES shall be responsible for reconstructing the new exterior wall of the OPCO Property with the same or substantially similar material as the current exterior condition, and OPCO shall have the right to approve the plans for such new exterior wall in its reasonable discretion. The Adjacent Wall Documents will include a temporary construction easement in favor of PCRES.

4. Restrictions/Encumbrances. All parties agree, in the event PCRES obtains the Residential Entitlements (defined herein), that PCRES will diligently, at PCRES's cost and expense, amend any document, recorded or otherwise, including but not limited to the Recorded Documents, and including specifically the Declaration of Easement dated November 26, 1980 and recorded with the Maricopa County Recorder at Docket 14863, Page 1238 that impact or restrict PCRES' intended use of its parcel for multifamily residential including access or parking rights.

5. OPCO Payment. Within five (5) business days following the completion of the demolition of the Acquisition Property, but no later than by April 30, 2022, PCRES will pay OPCO \$100,000 by wire transfer or other immediately available funds. In the event PCRES fails to timely make the foregoing payment, this Agreement shall terminate and be of no further force and effect. PCRES will use commercially reasonable efforts to cause minimal disruption to tenants, which will include working at night or weekends. In no event shall any tenant be required to close or relocate during PCRES' construction period. In addition, PCRES will pay to OPCO an amount not greater than \$5,000.00 for OPCO's legal review of this Agreement within five (5) business days of full execution of this Agreement and receipt of reasonable evidence of such fees.

6. Residential Entitlements Cooperation. Upon request, and at no cost to PARANTAP and OPCO, PARANTAP and OPCO shall reasonably cooperate with PCRES in connection with its efforts to obtain the Residential Entitlements, which shall include, without limitation, issuing letters of support for the Residential Entitlements and attending several Public Meetings supporting PCRES. To the extent practical and reasonable, PARANTAP and OPCO shall take no action to oppose, hinder or delay the Residential Entitlements. The parties further acknowledge and agree to provide consent as needed to confirm that all of the Parcels described in Exhibit A-1 and Exhibit A-2 are included in the PCRES zoning application to comply with the requirements for a PUD zoning designation which permits the residential zoning change for the Acquisition Parcel and Commercial Property, provided that there is no physical impact nor any use restriction to the Parantap Property or OPCO Property. Notwithstanding anything herein to the contrary, OPCO will not be required to cooperate with or consent to any change in the zoning for the OPCO Property: (i) that would negatively impact the OPCO Property; or (ii) for which OPCO is required to obtain consent of any lender or mortgagee and such lender or mortgagee refuses to consent.

7. Project Entitlements. PCRES shall have until April 30, 2022 (the "**Project Entitlements Period**"), to obtain the issuance of all final Residential Entitlements (as defined above). In the event PCRES fails to timely obtain the Residential Entitlements, this Agreement shall terminate and be of no further force and effect.

8. Signage. PCRES agrees that it shall not stage, store or park vehicles at any time during demolition or construction on the OPCO or PARANTAP property, and shall further refrain from disrupting or otherwise interfering with the designated tenant parking and tenant use or access of the OPCO Property and PARANTAP Property.

9. Within 30 days of PCRES obtaining the Residential Entitlements as defined herein, PCRES shall convey to OPCO by special warranty deed the parking delineated on Exhibit A-4 to this Agreement and shaded green on the East side of the OPCO Property and the driveways adjacent thereto. The exact number of spaces to be transferred and location may change based on City approvals but the total spaces to be transferred may not be less than fifteen (15) spaces.

10. Upon demolition of the Acquisition Property by PCRES, PCRES shall provide PARANTAP with 1) APS Power, 2) a New Water Meter, 3) a new elevator using the existing elevator shaft, 4) a new exterior stairwell 5) new cable/telecom to the Parantap building, and 6) new Sewer connection from 92nd Street if needed at the sole cost and expense of PCRES and based on final architectural plans approved by PCRES and Parantap. PCRES and PARANTAP further agree to terminate the Condominium Plat for 92nd Street West Condominium recorded March 13, 2015 including all associated documents upon 5 days Notice from PCRES.

11. Upon demolition of the Acquisition Property by PCRES, PCRES shall be responsible for all costs and expenses for the new traffic signal, the realignment of the access road per the Site Plan attached to this Agreement as Exhibit B, and the rerouting of any underground utilities affecting the OPCO and PARANTAP properties without disrupting the use by existing tenants or operation of their business.

12. Assignment. PCRES shall have the right to assign this Agreement and all rights hereunder without the consent of OPCO or PARANTRAP, but with reasonable notice (not to be less than 10 days prior to such assignment) to all parties to this Agreement to any entity which controls, is controlled by or is under common control with PCRES (“PCRES Affiliate”). Any assignment to an entity which is not a PCRES Affiliate shall be subject to the prior written consent of OPCO and PARANTRAP which consent shall be in each party’s sole discretion. If such an assignment is made, the Assignee shall succeed to all of the rights, obligations and liabilities of Assignor hereunder, and Assignor shall not be released and relieved of all obligation and liability hereunder.

13. Notices. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with FedEx, UPS, Express Mail or other nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by electronic mail to the address for each party set forth below.

OPCO:

Shea & 92nd OPCO LLC
c/o Westwood Financial
9301 East Shea Boulevard, Suite 124
Scottsdale, Arizona 85260
Attn: Property Management

With a copy to:

Shea & 92nd OPCO LLC
c/o Westwood Financial
11440 San Vicente Boulevard, Suite 200
Los Angeles, California 90049
Attn: Legal Department

PCRES & PARANTAP:

PCRES Holdings, LLC
Attention: Jim Riggs
7120 East Kierland Blvd. Unit 807
Scottsdale, AZ 85254
Email: Hoyatrojan@aol.com
602-292-2398

With a copy to:

Shein Phanse Adkins, P.C.
Todd Adkins
6720 N. Scottsdale, RD, Suite 261
Scottsdale, AZ 85260
Tadkins@SPALaw.com
480-922-3933

14. Attorneys' Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.

15. TIME OF THE ESSENCE. Time is of the essence with respect to all matters set forth in this Agreement.

16. Effective Date/Date of this Agreement. The "date of this Agreement", the "**Effective Date**" or "date hereof" wherever used herein shall mean the date set forth in opening paragraph of this Agreement.

17. Confidentiality. All parties to this Agreement agree to keep the terms of this Agreement confidential and not disclose or make any public announcements with respect to the subject matter hereof without the consent of PCRES provided, however, that each party will have the right to make necessary or appropriate disclosures related to this Agreement as may be required by law and to such party's officers, employees, agents, attorneys, consultants, lenders, investors and other parties who need to know such information.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This agreement may be executed by either or all parties by facsimile or electronic signature, and any facsimile or electronic signature shall be deemed an original signature.

19. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Arizona.

20. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of, their respective heirs, devisees, personal and legal representatives, successors and permitted assigns of parties to this Agreement.

21. Runs with the Land. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, assigns, personal representatives, lessees, permittees, agents and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in all or any portion of the PARANTAP Property, OPCO Property and PCRES Property as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto. PCRES may, at its option, record a memorandum of this Agreement against the PARANTAP Property to provide constructive notice to all third parties of the rights and obligations under this Agreement. PCRES shall not record a memorandum of this Agreement against the OPCO Property. PARANTAP shall execute and deliver to PCRES a short-form memorandum of this Agreement for recordation upon request.

22. Force Majeure. In the event that any party hereto shall be delayed in the performance of its obligations hereunder (except the obligation to make any payment) by reason of strikes, actions of terrorists, natural disasters, lockouts, labor troubles, government pandemic,

government shutdown or lockdown, inability to procure materials or shall at any time be so delayed by reason of failure of power, restrictive governmental laws or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (“**Force Majeure Events**”), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

23. Civil Drawings. As soon as civil drawings (grading and drainage, surveys, topos, etc.) are completed, PCRES shall submit such reports to OPCO for review and approval. OPCO shall have the right to object to any revisions, improvements or changes to the OPCO Property, easement areas or other common areas: (i) which negatively impact the OPCO Property; (ii) which would result in increased operating costs for the OPCO Property, or (iii) for which OPCO is required to obtain consent of any lender or mortgagee and such lender or mortgagee refuses to consent.

[Signatures appear on the following pages.]

Dated as of the Effective Date.

PARANTAP PROPERTY OWNER:


92 MOB, LLC
an Arizona limited liability company

By: _____
Name: _____
Title: _____

OPCO PROPERTY OWNER:

SHEA & 92ND OPCO LLC,
a Delaware limited liability company

By: Westwood Financial Corporation,
a Delaware corporation
Its: Manager

By: 
Name: Mack Pratt
Its: CEO

PCRES PROPERTY OWNER:

PCRES HOLDINGS, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A-1
(Legal Description of PARANTAP Property)

Unit 100, Building B, of 92ND STREET WEST, A CONDOMINIUM, according to the Condominium Declaration, recorded April 2, 2015 in Document No. 2015-0226207, and thereafter re-recorded April 13, 2015 in Document No. 2015-0250915, and according to the plat of record in the office of the County, Recorder of Maricopa County, Arizona, recorded in Book 1221 of Maps, Page 46.

Together With an undivided interest in and to the common element as set forth in said Declaration, and as shown on the recorded plat of said Condominium.

EXHIBIT A-2
(Legal Description of OPCO Property)

EXHIBIT A-2

(Legal Description of OPCO Property)

**THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SAID SECTION 30;**

**THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A
DISTANCE OF 74.93 FEET;**

**THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS EAST,
A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTHERLY
RIGHT-OF-WAY LINE OF SHEA BOULEVARD, SAID POINT ALSO
BEING THE POINT OF BEGINNING;**

**THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF
746.50 FEET TO A CORNER ~~OF SAID DOCUMENT~~ CERTAIN PARCEL
CONVEYED TO SENTRY INSURANCE COMPANY IN DOCKET
13819, PAGE 101, MARICOPA COUNTY RECORDS;**

**THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST,
A DISTANCE OF 419.74 FEET;**

**THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST,
A DISTANCE OF 45.00 FEET;**

**THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST,
A DISTANCE OF 269.89 FEET;**

**THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST,
A DISTANCE OF 30.00 FEET;**

**THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST,
A DISTANCE OF 27.00 FEET;**

**THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST,
A DISTANCE OF 30.00 FEET;**

**THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST,
A DISTANCE OF 41.00 FEET;**

**THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST,
A DISTANCE OF 31.13 FEET;**

THENCE SOUTH 62 DEGREES 03 MINUTES 51 SECONDS WEST,
A DISTANCE OF 36.12 FEET;

THENCE NORTH 27 DEGREES 56 MINUTES 09 SECONDS WEST,
A DISTANCE OF 21.68 FEET ALONG A LINE FLUSH TO THE
UPPER STORY OF THE BUILDING HEREINAFTER REFERRED TO
AS THE OFFICE BUILDING, AS IT EXISTED ON MARCH 12, 1986.

THENCE SOUTH 62 DEGREES 03 MINUTES 51 SECONDS WEST,
A DISTANCE OF 50.35 FEET;

THENCE NORTH 27 DEGREES 56 MINUTES 09 SECONDS WEST,
A DISTANCE OF 18.08 FEET;

THENCE SOUTH 62 DEGREES 03 MINUTES 51 SECONDS WEST,
A DISTANCE OF 27.00 FEET;

THENCE SOUTH 27 DEGREES 56 MINUTES 09 SECONDS EAST,
A DISTANCE OF 18.08 FEET;

THENCE SOUTH 62 DEGREES 03 MINUTES 51 SECONDS WEST,
A DISTANCE OF 57.50 FEET ALONG SAID OFFICE BUILDING
AND ITS PROLONGATION OF THE NORTHWEST CORNER;

THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS WEST,
A DISTANCE OF 7.54 FEET;

Official Document

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST,
A DISTANCE OF 41.76 FEET;

THENCE SOUTH 62 DEGREES 19 MINUTES 22 SECONDS WEST,
A DISTANCE OF 147.48 FEET;

THENCE NORTH 27 DEGREES 56 MINUTES 09 SECONDS WEST,
A DISTANCE OF 36.00 FEET;

THENCE SOUTH 62 DEGREES 19 MINUTES 22 SECONDS WEST,
A DISTANCE OF 54.50 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY LINE OF 92ND STREET AS SET FORTH IN
MCCORMICK RANCH CENTER-1, ACCORDING TO BOOK 185 OF
MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA
AND IN PLAT OF DEDICATION OF RIGHTS OF WAY FOR
COLLECTOR AND ARTERIAL STREETS, ACCORDING TO BOOK
219 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY,
ARIZONA;

THENCE NORTH 27 DEGREES 56 MINUTES 09 SECONDS WEST,
ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF
390.14 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A TANGENT CURVE
CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 945.00
FEET, AN ARC LENGTH OF 460.76 FEET, AND A CENTRAL
ANGLE OF 27 DEGREES 56 MINUTES 10 SECONDS;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST,
CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A
DISTANCE OF 65.06 FEET;

THENCE NORTH 44 DEGREES 58 MINUTES 16 SECONDS EAST,
A DISTANCE OF 28.30 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST
QUARTER OF SAID SECTION 30;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF
217.15 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS EAST,
A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF
BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
PARALLEL WITH THE NORTH LINE OF SAID SECTION 30, A
DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS EAST,
A DISTANCE OF 140.00 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST,
PARALLEL WITH THE NORTH LINE OF SAID SECTION 30, A
DISTANCE OF 200.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS WEST,
A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF
BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST
ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A
DISTANCE OF 107.15 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS EAST,
A DISTANCE OF 170.00 FEET TO A POINT ON THE SOUTH LINE
OF THE SOUTH 105.00 FEET OF THE NORTH 107.00 FEET OF
SAID NORTHEAST QUARTER, AS DESCRIBED IN INSTRUMENT
NO. 84-355087, AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
PARALLEL TO AND 170.00 FEET SOUTH OF THE NORTH LINE
OF SAID NORTHEAST QUARTER, A DISTANCE OF 110.00 FEET
TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND
DESCRIBED IN INSTRUMENT NO. 89-161763;

THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS EAST
ALONG THE WESTERLY ^{PROLONGATION} OF SAID PARCEL, A
DISTANCE OF 317.00 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST,
PARALLEL TO THE NORTH LINE OF SAID NORTHEAST
QUARTER, A DISTANCE OF 68.12 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS WEST,
PARALLEL TO THE WEST LINE OF THAT PARCEL OF LAND
DESCRIBED IN INSTRUMENT NO. 89-161763, A DISTANCE OF
15.00 FEET;

THENCE SOUTH 69 DEGREES 15 MINUTES 07 SECONDS WEST,
A DISTANCE OF 15.00 FEET TO A POINT ON A NON-TANGENT
CURVE CONCAVE TO THE EAST WHICH IS CONCENTRIC WITH
AND 21.50 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF
92ND STREET, WHOSE RADIUS BEARS NORTH 69 DEGREES 15
MINUTES 07 SECONDS EAST, A DISTANCE OF 923.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE
TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18 DEGREES
47 MINUTES 55 SECONDS, A DISTANCE OF 303.00 FEET TO A
POINT OF NON-TANGENCY, WHOSE RADIUS BEARS NORTH 88
DEGREES 03 MINUTES 02 SECONDS EAST;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST,
PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER
OF SAID SECTION 30, A DISTANCE OF 30.34 FEET;

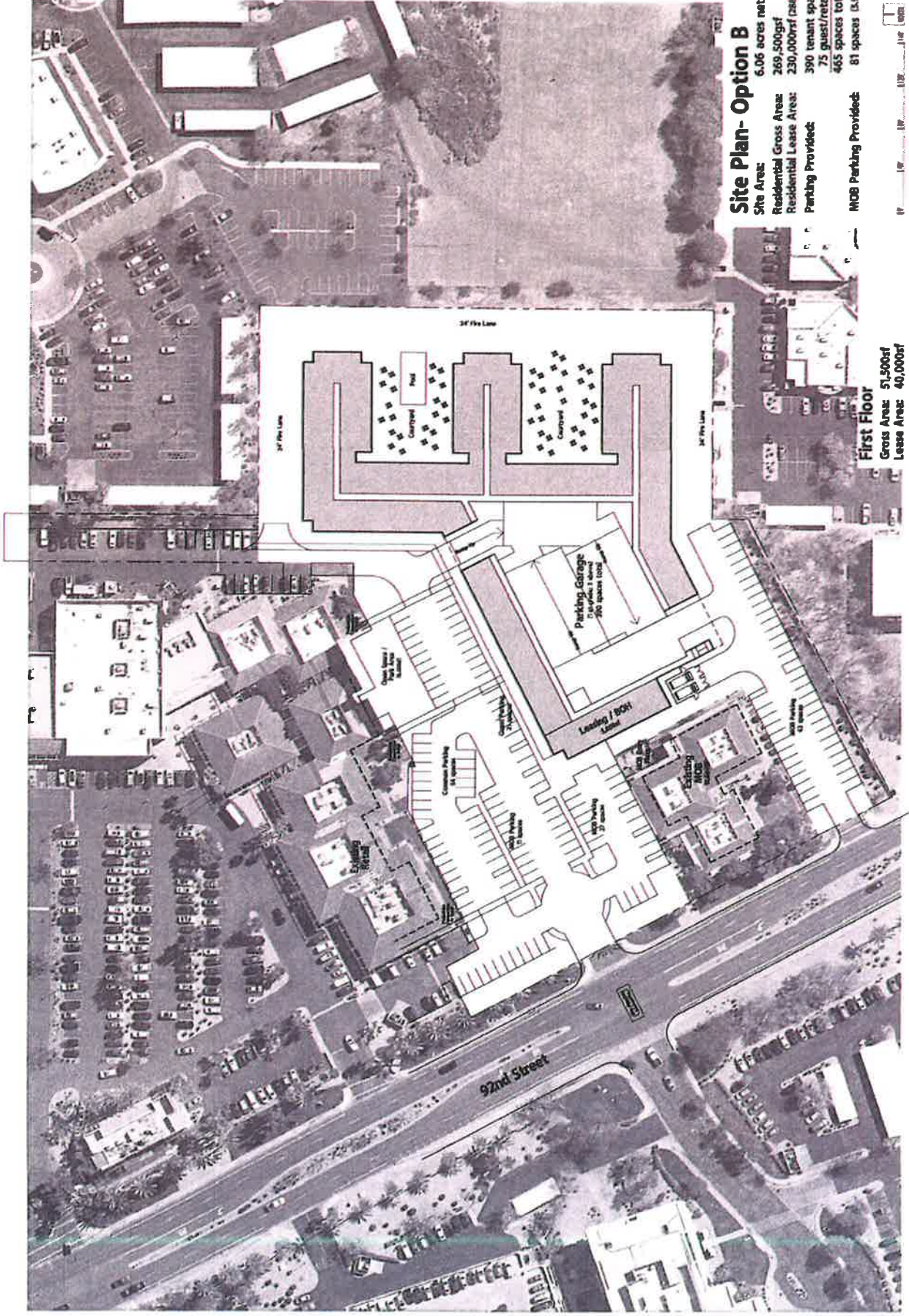
THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS WEST,
PARALLEL TO THE WEST LINE OF THAT PARCEL OF LAND
DESCRIBED IN INSTRUMENT NO. 89-161763, A DISTANCE OF
11.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-3
(Legal Description of Acquisition Property)

Unit 100, Building A, of 92ND STREET WEST, A CONDOMINIUM, according to the Condominium Declaration, recorded April 2, 2015 in Document No. 2015-0226207, and thereafter re-recorded April 13, 2015 in Document No. 2015-0250915, and according to the plat of record in the office of the County, Recorder of Maricopa County, Arizona, recorded in Book 1221 of Maps, Page 46.

Together With an undivided interest in and to the common element as set forth in said Declaration, and as shown on the recorded plat of said Condominium.

EXHIBIT A-4
(Site Plan)



Site Plan-Option B

Site Area: 6.06 acres net
 Residential Gross Area: 269,500gsf
 Residential Lease Area: 230,000rsf (250 units at 800sf)
 Parking Provided: 390 tenant spaces
 75 guest/retail/common spaces
 465 spaces total (1.61:unit)
 MOB Parking Provided: 81 spaces (5.93 : 1000sf)

First Floor
 Gross Area: 57,500sf
 Lease Area: 40,000sf

BOND 92ND AND SHEA- Scottsdale, Arizona



EXHIBIT A-5
(Legal Description of the Commercial Property)

Legal Description

A portion of the Northeast Quarter of Section 30, Township 3 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 30 from which the East Quarter corner of said Section 30 bears South 00 degrees 02 minutes 50 seconds East, a distance of 2,641.63 feet;

Thence South 89 degrees 59 minutes 24 seconds West along the North line of said Northeast quarter, a distance of 1,821.14 feet to the West line of the East 500.00 feet of the West half of the Northeast quarter;

Thence South 00 degrees 05 minutes 25 seconds East along said West line, a distance of 729.19 feet to the POINT OF THE BEGINNING;

Thence North 89 degrees 54 minutes 33 seconds East, a distance of 200.00 feet to the West line of the East 300.00 feet of the West half of said Northeast quarter;

Thence South 00 degrees 05 minutes, 25 seconds East along said West line, a distance of 435.60 feet;

Thence 89 degrees 54 minutes 33 seconds West, a distance of 200.00 feet to the West line of the East 500.00 feet of the West half of said Northeast quarter;

Thence North 00 degrees 05 minutes 25 seconds West along said West line, a distance of 435.60 feet the POINT OF THE BEGINNING.

EXHIBIT B
(Parking Spaces Depiction)

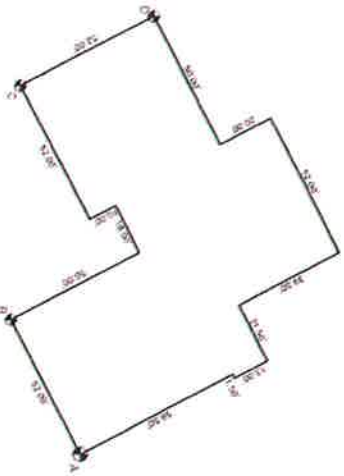
[Exhibit B]

NO.	POINT	NAD 83 ELEVATION	NAD 83 DISTANCE	BEARING	UTM X	UTM Y
1	1	1141.00	500.00	0.00	500.00	1141.00
2	2	1141.00	500.00	0.00	500.00	1141.00
3	3	1141.00	500.00	0.00	500.00	1141.00
4	4	1141.00	500.00	0.00	500.00	1141.00
5	5	1141.00	500.00	0.00	500.00	1141.00
6	6	1141.00	500.00	0.00	500.00	1141.00
7	7	1141.00	500.00	0.00	500.00	1141.00
8	8	1141.00	500.00	0.00	500.00	1141.00
9	9	1141.00	500.00	0.00	500.00	1141.00
10	10	1141.00	500.00	0.00	500.00	1141.00
11	11	1141.00	500.00	0.00	500.00	1141.00
12	12	1141.00	500.00	0.00	500.00	1141.00
13	13	1141.00	500.00	0.00	500.00	1141.00
14	14	1141.00	500.00	0.00	500.00	1141.00
15	15	1141.00	500.00	0.00	500.00	1141.00
16	16	1141.00	500.00	0.00	500.00	1141.00
17	17	1141.00	500.00	0.00	500.00	1141.00
18	18	1141.00	500.00	0.00	500.00	1141.00
19	19	1141.00	500.00	0.00	500.00	1141.00
20	20	1141.00	500.00	0.00	500.00	1141.00
21	21	1141.00	500.00	0.00	500.00	1141.00
22	22	1141.00	500.00	0.00	500.00	1141.00
23	23	1141.00	500.00	0.00	500.00	1141.00
24	24	1141.00	500.00	0.00	500.00	1141.00
25	25	1141.00	500.00	0.00	500.00	1141.00
26	26	1141.00	500.00	0.00	500.00	1141.00
27	27	1141.00	500.00	0.00	500.00	1141.00
28	28	1141.00	500.00	0.00	500.00	1141.00
29	29	1141.00	500.00	0.00	500.00	1141.00
30	30	1141.00	500.00	0.00	500.00	1141.00
31	31	1141.00	500.00	0.00	500.00	1141.00
32	32	1141.00	500.00	0.00	500.00	1141.00
33	33	1141.00	500.00	0.00	500.00	1141.00
34	34	1141.00	500.00	0.00	500.00	1141.00
35	35	1141.00	500.00	0.00	500.00	1141.00
36	36	1141.00	500.00	0.00	500.00	1141.00
37	37	1141.00	500.00	0.00	500.00	1141.00
38	38	1141.00	500.00	0.00	500.00	1141.00
39	39	1141.00	500.00	0.00	500.00	1141.00
40	40	1141.00	500.00	0.00	500.00	1141.00

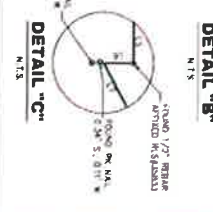
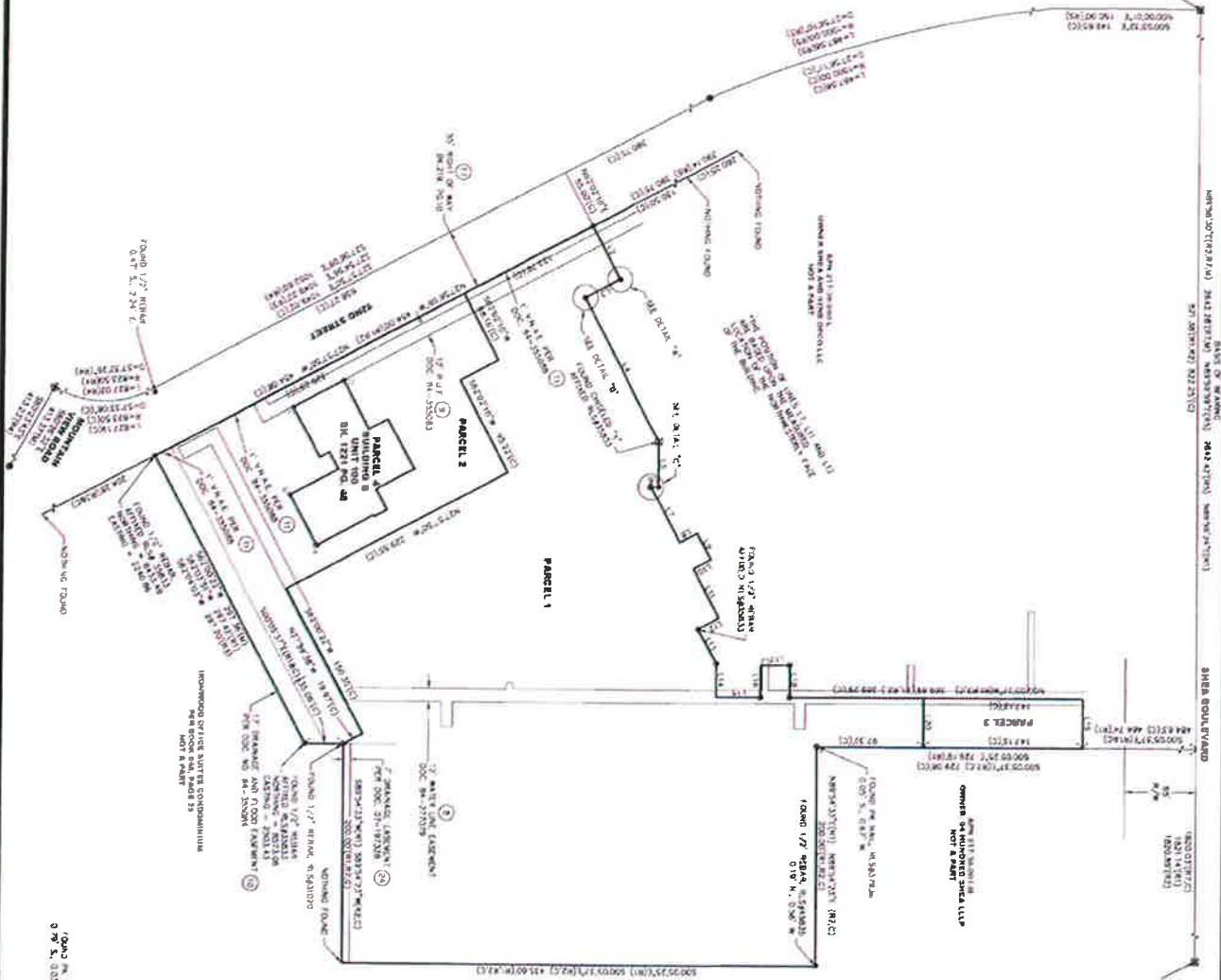
LEGEND

- ① FOUND POINT DATA
- ② FOUND POINT DATA
- ③ FOUND POINT DATA
- ④ FOUND POINT DATA
- ⑤ FOUND POINT DATA
- ⑥ FOUND POINT DATA
- ⑦ FOUND POINT DATA
- ⑧ FOUND POINT DATA
- ⑨ FOUND POINT DATA
- ⑩ FOUND POINT DATA
- ⑪ FOUND POINT DATA
- ⑫ FOUND POINT DATA
- ⑬ FOUND POINT DATA
- ⑭ FOUND POINT DATA
- ⑮ FOUND POINT DATA
- ⑯ FOUND POINT DATA
- ⑰ FOUND POINT DATA
- ⑱ FOUND POINT DATA
- ⑲ FOUND POINT DATA
- ⑳ FOUND POINT DATA
- ㉑ FOUND POINT DATA
- ㉒ FOUND POINT DATA
- ㉓ FOUND POINT DATA
- ㉔ FOUND POINT DATA
- ㉕ FOUND POINT DATA
- ㉖ FOUND POINT DATA
- ㉗ FOUND POINT DATA
- ㉘ FOUND POINT DATA
- ㉙ FOUND POINT DATA
- ㉚ FOUND POINT DATA
- ㉛ FOUND POINT DATA
- ㉜ FOUND POINT DATA
- ㉝ FOUND POINT DATA
- ㉞ FOUND POINT DATA
- ㉟ FOUND POINT DATA
- ㊱ FOUND POINT DATA
- ㊲ FOUND POINT DATA
- ㊳ FOUND POINT DATA
- ㊴ FOUND POINT DATA
- ㊵ FOUND POINT DATA
- ㊶ FOUND POINT DATA
- ㊷ FOUND POINT DATA
- ㊸ FOUND POINT DATA
- ㊹ FOUND POINT DATA
- ㊺ FOUND POINT DATA
- ㊻ FOUND POINT DATA
- ㊼ FOUND POINT DATA
- ㊽ FOUND POINT DATA
- ㊾ FOUND POINT DATA
- ㊿ FOUND POINT DATA

**PARCEL 2
BUILDING B
UNIT 100**



POINT	NAD 83 ELEVATION	NAD 83 DISTANCE	BEARING	UTM X	UTM Y
1	1141.00	500.00	0.00	500.00	1141.00
2	1141.00	500.00	0.00	500.00	1141.00
3	1141.00	500.00	0.00	500.00	1141.00
4	1141.00	500.00	0.00	500.00	1141.00
5	1141.00	500.00	0.00	500.00	1141.00
6	1141.00	500.00	0.00	500.00	1141.00
7	1141.00	500.00	0.00	500.00	1141.00
8	1141.00	500.00	0.00	500.00	1141.00
9	1141.00	500.00	0.00	500.00	1141.00
10	1141.00	500.00	0.00	500.00	1141.00
11	1141.00	500.00	0.00	500.00	1141.00
12	1141.00	500.00	0.00	500.00	1141.00
13	1141.00	500.00	0.00	500.00	1141.00
14	1141.00	500.00	0.00	500.00	1141.00
15	1141.00	500.00	0.00	500.00	1141.00
16	1141.00	500.00	0.00	500.00	1141.00
17	1141.00	500.00	0.00	500.00	1141.00
18	1141.00	500.00	0.00	500.00	1141.00
19	1141.00	500.00	0.00	500.00	1141.00
20	1141.00	500.00	0.00	500.00	1141.00
21	1141.00	500.00	0.00	500.00	1141.00
22	1141.00	500.00	0.00	500.00	1141.00
23	1141.00	500.00	0.00	500.00	1141.00
24	1141.00	500.00	0.00	500.00	1141.00
25	1141.00	500.00	0.00	500.00	1141.00
26	1141.00	500.00	0.00	500.00	1141.00
27	1141.00	500.00	0.00	500.00	1141.00
28	1141.00	500.00	0.00	500.00	1141.00
29	1141.00	500.00	0.00	500.00	1141.00
30	1141.00	500.00	0.00	500.00	1141.00
31	1141.00	500.00	0.00	500.00	1141.00
32	1141.00	500.00	0.00	500.00	1141.00
33	1141.00	500.00	0.00	500.00	1141.00
34	1141.00	500.00	0.00	500.00	1141.00
35	1141.00	500.00	0.00	500.00	1141.00
36	1141.00	500.00	0.00	500.00	1141.00
37	1141.00	500.00	0.00	500.00	1141.00
38	1141.00	500.00	0.00	500.00	1141.00
39	1141.00	500.00	0.00	500.00	1141.00
40	1141.00	500.00	0.00	500.00	1141.00



ALTA/NSPS LAND TITLE SURVEY 92ND STREET WEST SCOTTSDALE, ARIZONA

SIG
SURVEY INNOVATION GROUP, INC.
Lead Survey Service

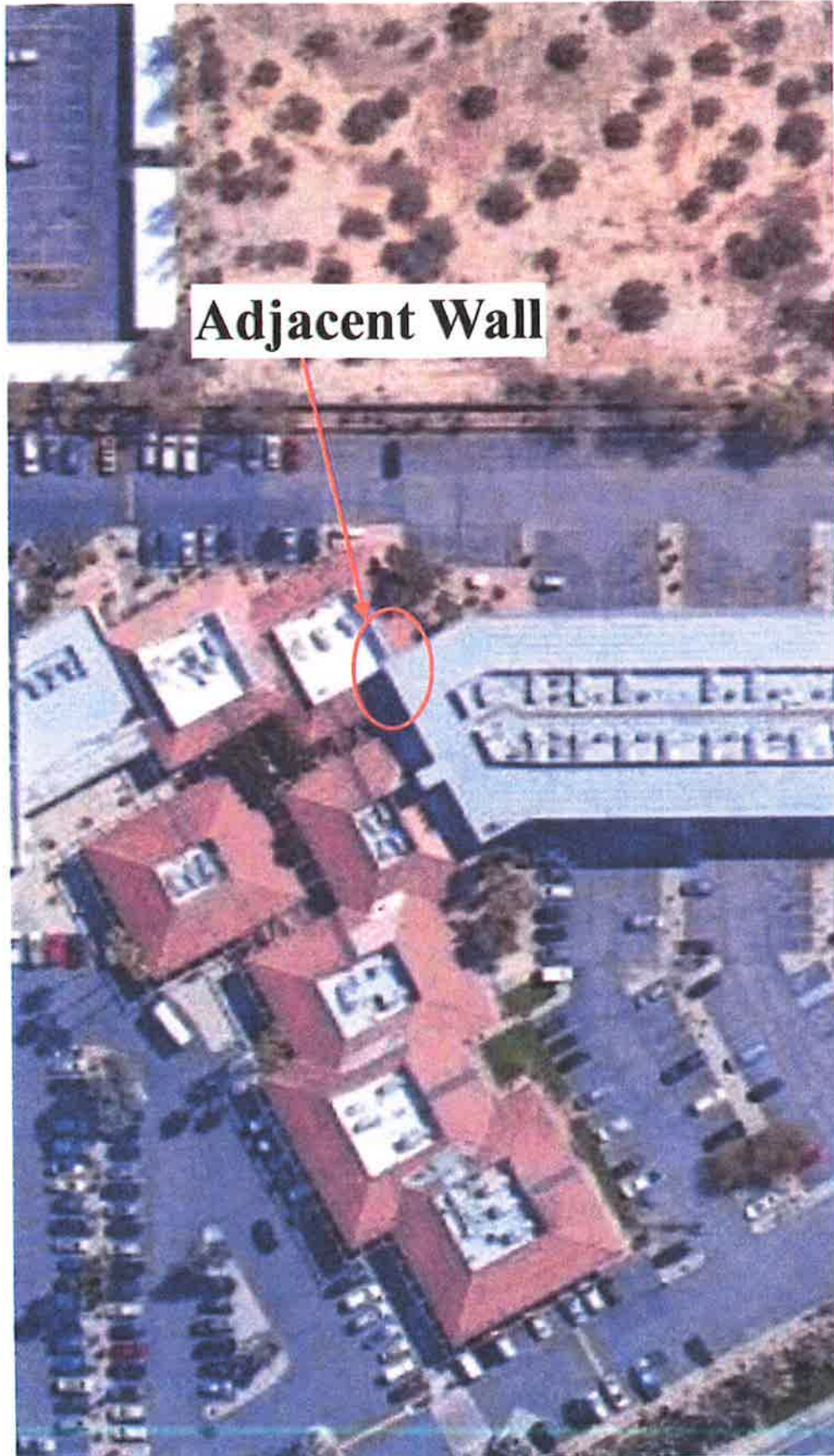
22425 N. 16th ST., SUITE 1
PHOENIX, ARIZONA 85024
PHONE (480) 999-5800
FAX (480) 992-0781
WWW.SIGSURVEY.COM

NO.	DESCRIPTION	DATE
1	PREPARED BY	
2	CHECKED BY	
3	DATE	
4	PROJECT NO.	

EXHIBIT C
(Adjacent Wall Depiction)

[Exhibit C]

Exhibit C



Adjacent Wall