REAL ESTATE PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is made and entered into this 27th day of October 2022, ("Effective Date") by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Seller") and ONE CHANDLER OWNER, LLC, a Delaware limited liability company, or its successors or assigns under any of the Project Documents as defined below ("Buyer"). Seller and Buyer shall be referred to in this Agreement, collectively as "Parties," and individually as a "Party."

AGREEMENT

1. RECITAL.

This Agreement is part of a transaction between Seller and Buyer in which Seller agrees to sell certain real property (the "Property") to Buyer pursuant to that certain Development Agreement (the "Development Agreement") between Seller (named in such document as the City) and Buyer (named in such document as the Developer), and upon which Buyer has proposed to construct certain improvements (the "Project") pursuant to the Development Agreement. This Agreement, which has been executed as of the Effective Date, will be delivered to the Escrow Holder (with Notice of such delivery to Seller) when Buyer is ready to purchase the Property as set forth in the Development Agreement. Accordingly, the Parties intend that this Agreement and the Development Agreement (collectively, the "Project Documents") be construed harmoniously in order to give full effect to the intentions of the Parties with respect to the development and purchase of the Property as reflected by the Project Documents. Although this Agreement has been entered into as of the Effective Date to bind the Parties as of the Effective Date, Buyer's ability to purchase the Property is subject to certain terms and conditions set forth in the Development Agreement. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, the Development Agreement; second, this Purchase Agreement. Any reference to "City" and "Developer" in this Agreement shall have the same meaning as "Seller" and "Buyer," respectively.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement and Buyer's compliance with the terms and conditions of the Development Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of Seller's right, title, and interest in and to that certain real property located in Maricopa County, Arizona, referred to in this Agreement as the Property (not including the alleyway), and legally described on Exhibit A and graphically shown on the Site Plan attached hereto as Exhibit B.

A. Purchase Process. Buyer will purchase the Property from Seller by executing the Purchase Agreement within five (5) days of the effective date of the Development Agreement. Upon execution of the Development Agreement, and provided Buyer is not in breach of the Development Agreement beyond applicable notice and cure periods, Buyer shall have five (5) days from the date of execution of the Development Agreement to deliver the fully-executed original Purchase Agreement to the Escrow Holder, as that term is defined in the Purchase Agreement. Buyer shall provide Notice to Seller of Buyer's delivery of the executed Purchase Agreement to

Escrow Holder and Seller shall promptly thereafter provide its executed Purchase Agreement to Escrow Holder. Upon Escrow Holder's receipt of the fully-executed Purchase Agreement, the Parties shall proceed with the purchase and sale of the Property in accordance with the terms and conditions set forth in the Development Agreement and this Purchase Agreement, including satisfaction of all conditions stated in the Development Agreement that must be met before Buyer may purchase the Property.

B. Earnest Money Deposit**.** Concurrently with Buyer's delivery of the fully-executed Purchase Agreement to Escrow Holder, Buyer will deposit an amount equal to one percent (1%) of the Purchase Price as Buyer's earnest money deposit ("**Deposit**") with Escrow Holder, in cash, certified or bank cashier's check, or other form of collected funds.

C. Purchase Price. The purchase price for the Property shall be two million nine hundred and forty thousand dollars ($2,940,000.00) (the "Purchase Price").

D. Purchase and Resale to Seller. Should the Buyer purchase the Property from Seller, but fail to complete the Minimum Improvements within the time allotted as set forth in the Development Agreement, Seller shall have the right, at its option, to re-purchase the Property from the Buyer for the Purchase Price. Seller may deduct from the purchase price its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

3. ESCROW.

A. Opening of Escrow. For purpose of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit provided in Section 2(B) from Buyer and three (3) fully executed duplicates of this Agreement from Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the Close of Escrow (the "Closing" or "Close of Escrow") shall be defined as the date the Special Warranty Deed, the form of which is attached hereto as Exhibit "C" (the "Deed"), conveying the Property to Buyer, recorded in the Official Records of Maricopa County, Arizona. Unless this Agreement and Escrow related thereto have been properly cancelled pursuant to the terms of this Agreement, the Close of Escrow shall occur on the date which is sixty (60) days after the Opening of Escrow (the "Closing Date") or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. In the event that Seller cannot cure any Title Defect or provide all of the requisite approvals by the Closing Date, then Buyer may (but is not obligated to) extend the Closing Date for successive thirty (30) day periods to permit Seller to proceed diligently and in good faith to cure such defects.

C. Inspection Review Period.

a. Buyer shall have a period expiring at 5:00 p.m. (Arizona time) on the date that is sixty (60) days from the Opening of Escrow (as defined below) to complete its review of title, survey, engineering studies, environmental site assessment, and any other site due diligence deemed appropriate by Buyer (the "Inspection Period" or the "Feasibility Period"). Such studies and inspections include, but are not limited to, any engineering, environmental, soils, feasibility, marketing, or economic studies and investigations of the Property and Buyer's intended development on the Property that Buyer deems appropriate. Buyer shall have the right to enter the Property and conduct its tests or studies. Seller shall reasonably assist Buyer with Buyer's due diligence activities and efforts to obtain governmental approvals for Buyer's proposed multifamily development project on the Property, at no out-of-pocket expenses to Seller.

b. In the event the Buyer determines for any reason or for no reason, in Buyer's sole discretion, that the Property is unsuitable for Buyer's needs and gives written notice of termination to Seller during the Inspection Period in which Buyer elects to terminate this Agreement, then this Agreement shall become null and void. If Buyer elects to terminate this Agreement pursuant to this paragraph, the Deposit and accrued interest shall be returned to Buyer.

c. Buyer shall only be deemed to have elected not to proceed with this Agreement in the event it issues an affirmative written "Notice Not to Proceed" prior to the lapse of the Inspection Period to Seller and Escrow Holder. In the event Buyer elects not to terminate this Agreement in accordance with the foregoing, then this Agreement shall remain in full force and effect and the transaction shall continue to Closing, subject to the other terms of the Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the foregoing by delivery of a written Notice Not to Proceed, then this Agreement will automatically terminate as of the expiration of the Inspection Period, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing Party, and except as otherwise specified in this Agreement, neither Party will have any further obligation or liability to the other.

D. Entry onto the Property. Seller hereby grants to Buyer and Buyer's employees, agents, consultants, and contractors a non-exclusive license to enter upon the Property at reasonable hours for the purpose of conducting, at Buyer's expense, Buyer's review and inspections of the Property. Seller shall reasonably cooperate (at no cost to Seller) with Buyer's inspections of the Property. Buyer shall indemnify, defend, and hold Seller and the Property harmless from any claims, liabilities, losses, damages, liens, costs, or expenses resulting from Buyer's activities on the Property. Prior to Buyer or its agents conducting any testing or investigation involving physical disturbance of any portion of the Property, Buyer shall obtain Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

E. Seller Deliverables. Within five (5) business days of the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer, to the extent in Seller's possession, custody or control the following: a current survey of the Property, if any, in Seller's possession; copies of all plans, permits, drawings and other government approvals; any agreements, documents, plans, drawings, specifications, construction warranties and guarantees, tax bills, appraisals, engineering reports, environmental studies, building permit applications, and other reports regarding the Property. Seller is under no obligation to acquire or create any such items listed in this section that do not already exist.

F. Acts Affecting the Property. From and after the date hereof, Seller, will refrain from, without the prior written consent of Buyer: (a) modifying the status of the Property for real property tax purposes; (b) performing any improvements, including any grading, excavation or construction upon or about the Property; or (c) creating or incurring, or suffering to exist any development agreement, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than the Permitted Exceptions (nor shall Seller amend or terminate any Permitted Exception without the prior written consent of Buyer). Seller will observe all laws, ordinances, regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property that come due prior to the Closing not later than the Closing.

4. CONDITIONS PRECEDENT.

A. Condition of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by the Special Warranty Deed (in the form set forth in Exhibit C) subject only to the following conditions of title ("Approved Condition of Title"):

a. a lien to secure payment of real property taxes not delinquent;

b. Those matters set forth on Exhibit D attached to this Agreement; and

c. any matters of record either caused or placed by or on behalf of Buyer, or which were consented to in writing by Buyer (collectively, the "Permitted Exceptions").

B. Title Policy. At Close of Escrow, Seller shall pay for, and Escrow Holder shall furnish Buyer, a standard coverage ALTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring Buyer fee simple title to the Property, subject to the usual printed exceptions contained in such title insurance policies and the Permitted Exceptions (the "Report," defined below), and which are not objected to or are waived in the manner described as Approved Condition of Title. In the event Buyer desires an ALTA extended coverage policy, Buyer shall pay the difference in cost between an ALTA extended coverage and a standard coverage ALTA owner's policy, together with all costs associated with any inspections or surveys of the Property required for such additional coverage.

C. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions for Buyer's benefit on or prior to the date designated below:

i. Title. Seller shall deliver fee title to the Property to Buyer subject only to those exceptions constituting the Approved Condition of Title. Seller, at Seller's sole cost and expense, shall diligently and promptly secure the release of any other matter of record ("Title Defect"). Buyer may, but is not obligated, to accept an endorsement from Escrow Holder, "insuring over" any such exception.

ii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

b. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions:

i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of the Project Documents to be performed by Buyer; and

ii. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

5. AS-IS, WHERE IS, WITH ALL FAULTS PURCHASE.

Buyer acknowledges and agrees as follows:

A. That the Property is to be conveyed by Seller to Buyer at the time of Closing in "AS-IS, WHERE-IS, WITH ALL FAULTS"; and

B. That Buyer represents and warrants to Seller that it will have conducted its own independent inspection, investigation, evaluation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller.

6. CLOSING.

A. Closing Date, Costs, and Prorations. Unless Buyer cancels the Agreement and the Escrow related thereto on or before the expiration of the Due Diligence Period, the purchase and sale hereunder shall be closed in the office of the Escrow Holder sixty (60) calendar days after the Opening of Escrow or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. Buyer and Seller shall deposit with Escrow Holder all instruments, documents, and monies necessary to complete the sale and purchase in accordance with this Agreement. This Agreement is intended to constitute escrow instruction to Escrow Holder. At Closing, Seller will pay all title insurance premiums for the title policy in the amount of the Purchase Price, except for the additional cost of any extended coverage opted for by Buyer, the cost of which must be paid by Buyer. The Parties will each pay half of the closing escrow fee, recording fees, and the excise or other conveyance tax on this conveyance, if any. Seller and Buyer shall each pay their respective attorneys' fees. Real and Personal Property taxes, if any, payable in the year of Closing, shall be prorated between Seller and Buyer as of 12:00 midnight on the day immediately preceding the Closing Date. If any encumbrance is required to be removed prior to Close of Escrow, in whole or in part, Seller shall discharge such encumbrance or defect or part thereof out of the Purchase Price paid by Buyer at Closing.

B. Seller Closing Documents. At Closing, Seller shall execute and deliver all documents necessary to effect and complete the Closing, including, but not limited to, the following documents:

a. The Special Warranty Deed, duly executed by Seller, acknowledged as required, subject only to the Permitted Exceptions, which deed shall be in Escrow Holder's standard form for recording. The deed shall comply with A.R.S. § 33-404 to the extent required by applicable law;

b. A Certificate of non-foreign status, within the meaning of the Foreign Investment in Real Property Tax Act, duly executed by Seller in the form attached hereto as Exhibit E;

c. A joint Settlement Statement prepared by Escrow Holder for execution by Seller;

d. Deliver to the Escrow Holder evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated thereby;

e. Execute and deliver to Escrow Holder a general assignment of any warranties, approvals or appurtenances related to the Property (the "General Assignment") in a form reasonably acceptable to the Parties;

f. Deliver to Buyer exclusive possession of the Property, free of any leases or occupants.

g. Such other documents as Buyer or Escrow Holder may reasonably request in connection with this transaction.

C. Buyer Closing Documents. At the Closing, Buyer shall execute and deliver all documents and perform such actions necessary to effect and complete the Closing, including, but not limited to, the following:

a. The amounts required under the Purchase Price in cash, cashier's check, wire transfer or other immediately available funds;

b. A joint Settlement Statement prepared by Escrow Holder for execution by Buyer;

c. Such other documents as Seller or Escrow Holder may reasonably request in connection with this transaction.

7. REPRESENTATIONS AND WARRANTIES.

A. Seller's Representations and Warranties. As of the Effective Date and the Closing Date, Seller represents and warrants to Buyer as follows:

a. Seller is owner and holder of record of fee simple title in and to the Property with full right, power, and authority to transfer it and to perform all of its obligations under this Agreement.

b. All actions on the part of Seller which are required for the execution, delivery, and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing have been duly and effectively taken.

c. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

d. Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation, or requirement of any governmental agency affecting or relating to the

Property (the "Violation"), which renders the sale and transfer of the Property at Closing as contemplated by this Agreement unenforceable. To the extent such Violation is disclosed by Seller or revealed by the Title Documents, Seller covenants to cause to remove the Violation prior to the Close of Escrow.

e. Except with respect to the Project Documents and those matters noted in Exhibit D or liens, claims, encumbrances, or right of any third party placed on the Property by Buyer, there is no transfer, lien, claim, encumbrance, or right of any third party on or existing with respect to the Property or Seller's interest in the Property; and Seller shall indemnify, defend, pay, and hold harmless Buyer for, from, and against any and all such transfers, liens, claims, encumbrances, or rights.

f. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

g. There are no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

h. There are no pending actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Property or in which Seller is a party by reason of Seller's ownership of the Property.

i. Seller has received no written notice of any plan, study or effort of regulatory authorities which would materially affect the use of the Property, or any portion thereof, for its intended use as a multifamily Project or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Property or any portion thereof.

j. Seller is not currently a party to, and shall not enter into, any contracts, options or other obligations or rights for the purchase or sale of the Property. Seller has not entered into any leases, rights of possession or occupancy or first refusals or options to purchase the Property as of the Effective Date.

k. No written notices of violation of any governmental regulations relating to the Property have been received by Seller and seller is not aware that any such violations exist.

l. Seller has no knowledge of any special assessments or charges which have been levied against the Property.

m. Other than the Development Agreement, there is no governmental development agreement between any party and the City with respect to any portion of the Property including any agreement within the meaning of A.R.S. Section 9-500.

n. Seller shall not, without the prior written consent of Buyer, consent to or convey any interest in the Property, including any lease, and Seller shall not consent to or subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the Effective Date. Seller shall not consent to or cause to be executed any zoning or special use permit applications for all or any portion of the Property except as contemplated by the Development Agreement.

o. The representations and warranties hereunder and the right of enforcement thereof shall survive for a period of one (1) year from the date of the Closing.

p. In the event Seller learns of or receives new information after the date of this Agreement in connection with any of the foregoing representations or warranties prior to Closing which would make the representation or warranty incorrect, Seller shall promptly give notice thereof to Buyer. In the event of such pre-Closing notice from Seller relating to a change in a representation or warranty that is not caused by Seller's actions following the date of this Agreement, Seller's representation shall be deemed amended by such notice and Buyer shall have ten (10) business days following receipt of such notice in which to elect to accept the change to Seller's representations and warranties or to terminate this Agreement by giving written notice of termination to Seller and the Deposit shall be returned to Buyer and this Agreement shall be of no further force and effect.

B. Buyer's Representations and Warranties. As of the Effective Date and the Closing Date, Buyer represents and warrants to Seller as follows:

a. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization, and has full power and authority, and has obtained all required consents, to enter into and to perform its obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has full power and authority and has obtained all required consents to do so, and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

b. All entity action on the part of Buyer which is required for the execution, delivery, and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been (or will be by the Closing) duly and effectively taken.

8. REAL ESTATE COMMISSIONS

Each Party hereby represents and warrants to the other that there are no claims for brokerage commission, finder's or similar fees in connection with the transaction contemplated by this Agreement, and each Party hereby agrees to indemnify and hold harmless the Party from any and all liabilities, claims, expenses, costs and damages arising from the claim of any broker, finder, or other agent claiming to have acted on behalf of the indemnifying Party.

9. DEFAULT AND DEFAULT REMEDIES.

A. Seller's Default. If on or before the Closing Date, Seller materially breaches any of the terms of this Agreement and fails to cure such breach within five (5) calendar days following written notice thereof given by Buyer to Seller, Buyer, in its sole election, shall have the right (i) to terminate this Agreement by written notice to Seller and Escrow Holder, in which event Escrow Holder shall release to Buyer the Deposit referred to in Section 2.B., or (ii) to avail itself of any remedy available to Buyer, at law or in equity, including an action for damages or an action for Seller's specific performance of this Agreement.

B. Buyer's Default. If on or before the Closing Date, Buyer materially breaches the Development Agreement and the Close of Escrow fails to occur by reason of such default, then in any such event, Seller shall not hold Buyer in default of this Agreement until all applicable notice requirements and opportunities to cure set forth in the Development Agreement have expired. In the event of an uncured default of Buyer under the Development Agreement, or a failure of Buyer to cure any default relating to the payment of the Purchase Price within thirty (30) days after written notice of such default from Seller to Buyer, then Seller may instruct Escrow Holder to cancel the Escrow and Seller may terminate this Agreement, in which event the Deposit then in Escrow Holder shall be paid to Seller as agreed upon liquidated damages, as its exclusive remedy and in full settlement of any claims. Such amount is agreed upon between Seller and Buyer as liquidated damages due to the uncertainty and difficulty of ascertaining and measuring actual damages, and the uncertainty thereof and represents the Parties' reasonable estimate of such damages as a result of Buyer's failure to consummate this transaction and is not intended as a forfeiture or penalty. In such event Buyer and Seller shall be released of any further obligation under this Agreement.

10. ESCROW HOLDER.

Buyer may select the escrow agent and title insurance underwriter to administer the escrow and issue the title insurance commitment and policy contemplated in this (the "Escrow Holder"). By its subsequent execution of this Agreement Escrow Holder agrees to perform hereunder and to hold and disburse contract payments as herein provided. Escrow Holder shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of the courts having jurisdiction over such matters all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement.

11. NOTICES.

Any notices, requests, claims, demands, or other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) three (3) business days after mailing by first-class mail, return receipt requested, or (c) on the next business day if transmitted by national overnight courier for next business day delivery (with confirmation of delivery), in each case, addressed as follows (or at such other address for a recipient as shall be specified in a notice given in accordance with this Section):

To Seller: City of Chandler
Cultural Development Department (MS 500)
P. O. Box 4008
Chandler, AZ 85244-4008
Attention: Cultural Development Director

With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008
Chandler, AZ 84244-4008
Attention: City Attorney

If to Buyer: One Chandler Owner, LLC
510 South Neil Street
Champaign, IL 61820
Attention: Christopher R. Saunders
Email: chris@greenstrealty.com

With a copy to: Jennings, Strouss & Salmon, P.L.C.
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554
Attention: Brett D. Siglin
Email: bsiglin@jsslaw.com

If to Escrow Holder: At the address provided in Escrow Holder's Acceptance.

12. MISCELLANEOUS.

A. Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the prevailing Party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

B. Survival. Except as otherwise provided in this Agreement, all warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Buyer (including, but not limited to, Seller's and Buyer's warranties, representations, and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the Closing of the purchase and sale of the Property.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Maricopa County, Arizona, in any action related to or arising under this Agreement and agrees that venue is proper in such court.

D. Integration; Modification; Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete, integrated, and final expression of the Agreement of the Parties relating to the Property. This Agreement cannot be modified except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification is sought.

E. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, the Agreement shall be deemed reformed accordingly, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

F. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

G. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any Party's obligations contained in any Escrow Instructions, the rights of the Parties hereunder shall be governed by the dates and times set forth in this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns.

I. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and, upon written request from the other Party, to execute, acknowledge and deliver all documents, instruments, and affidavits necessary to give effect to this Agreement and the intent of the Parties.

J. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Buyer acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

K. Business Day. If the day for performance of any covenant or obligation under this Agreement falls on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the date for the performance of any covenant or obligation under this Agreement involving the Escrow Holder falls on a Saturday, Sunday, or legal holiday on which Escrow Holder is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Holder is open for business to the public. The term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday.

L. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the date appearing above.

SELLER:

CITY OF CHANDLER,
an Arizona municipal corporation

By:______________________________________
Joshua H. Wright, City Manager

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CHANDLER CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _________, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

____
Notary Public

My Commission Expires:

BUYER:

ONE CHANDLER OWNER, LLC
A Delaware limited liability company

By: ______________________

Name: Christopher R Saunders

Title: Manager

STATE OF Illinois [redacted])
) ss.
County of Champaign [redacted])

The foregoing Agreement was acknowledged before me this 11 day of October, 2022, by Christopher R Saunders, the Manager of One Chandler Owner, LLC, a Delaware limited liability company.

____
Notary Public

My Commission Expires: 7/31/25

NOTARY PUBLIC STATE OF ILLINOIS
ROBERT SCHIMMEL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
July 31, 2025

ESCROW HOLDER'S ACCEPTANCE

The undersigned agrees to act as Escrow Holder in connection with the transaction contemplated by this Agreement:

Name of Company: Premier Title Agency

Name of Escrow Officer: Rich Newton

Title: VP/Branch Manager

Signature: ________________________________

Date: ________________________________

Address for Notices:

2910 E Camelback Road, Suite 100

Phoenix, AZ 85016

rnewton@ptanow.com

EXHIBIT A

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272,274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;
THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B

Project Site Plan

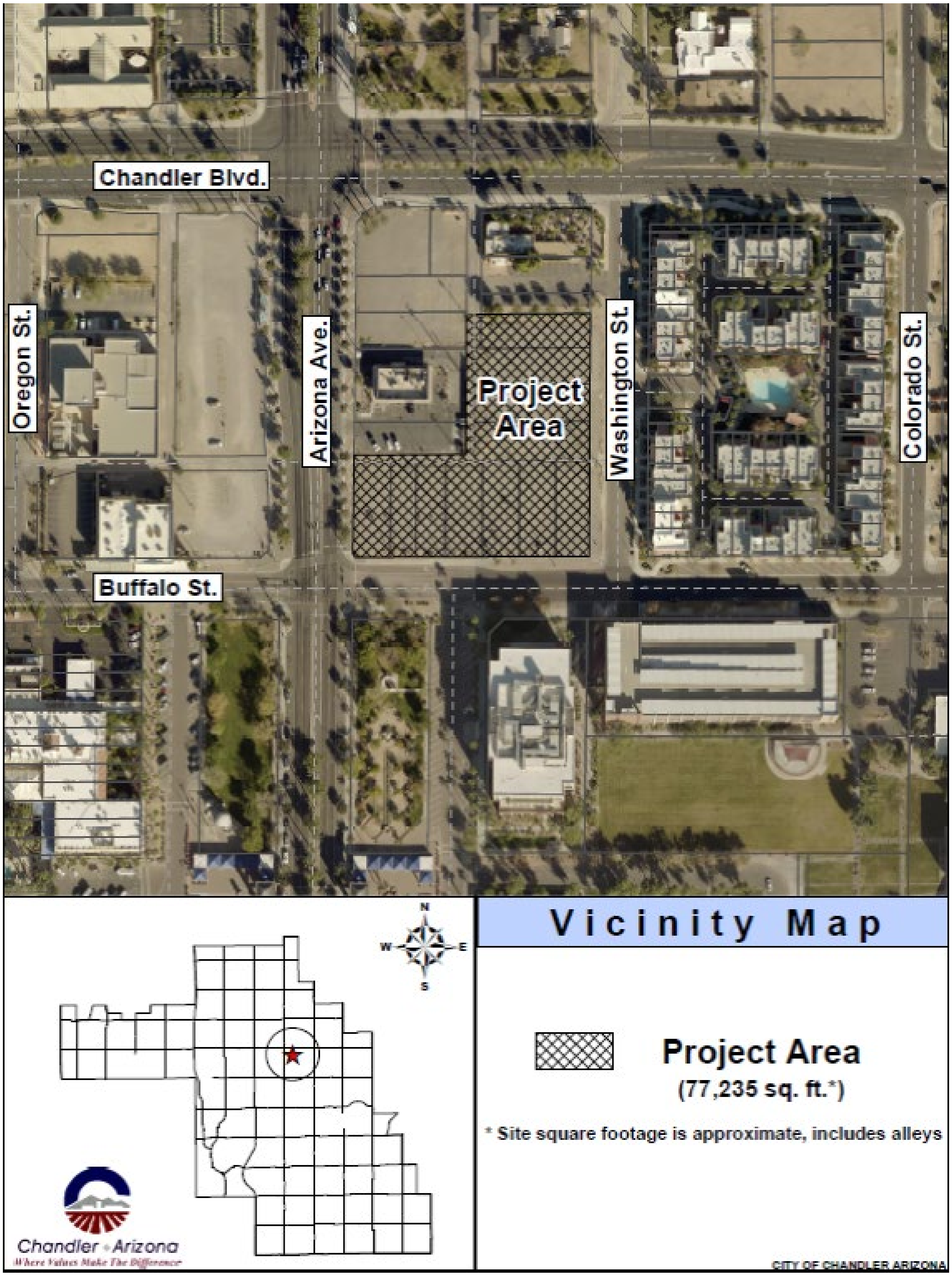

EXHIBIT C

Form of Special Warranty Deed

When recorded, return to:
City of Chandler
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008
Attn: City Attorney

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. §11-1134(A)(3).

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration received, CITY OF CHANDLER, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to ONE CHANDLER OWNER, LLC, a Delaware limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

> SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (the "Property').

SUBJECT only to the matters set forth on Exhibit "B" attached hereto and incorporated by this reference.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: ______________________, 2022.

GRANTOR:

CITY OF CHANDLER,
an Arizona municipal corporation

By:______________________________________
Joshua H. Wright, City Manager

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _________, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

____
Notary Public

My Commission Expires:

EXHIBIT A to Special Warranty Deed

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272,274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;
THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B to Special Warranty Deed

Exceptions/Conditions of Title

EXHIBIT D

Exceptions/Conditions of Title

EXHIBIT E

Certificate of Non-Foreign Status

To inform ONE CHANDLER OWNER, LLC, a Delaware limited liability company ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required by City of Chandler, an Arizona municipal corporation ("Transferor"), who hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer or tax (social security) identification number is ______________________.

3. Transferor's address is 175 S. Arizona Avenue, Chandler, Arizona 85225.

4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.

Transferor 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 penalty of perjury, we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete.

TRANSFEROR

____

By: Joshua H. Wright, City Manager