

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (this “**Agreement**”) is made by and between COCHISE COUNTY, a political subdivision of the State of Arizona (“**Buyer**”), and RUSHMARK SOLDIER CREEK, LLC, a Virginia limited liability company (“**Seller**”) as of March __, 2023 (the “**Effective Date**”).

In consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property (as hereinafter defined), subject to the terms and conditions of this Agreement. For the purposes of this Agreement, the term “**Property**” shall mean and include all of Seller’s right, title and interest in and to:

a) A part of that certain real property legally described in the attached Exhibit “A”, as more particularly depicted on the attached Exhibit “B”, including, without limitation, the land, that certain office and warehouse building containing approximately 36,500 square feet depicted as Building 2 (the “**Building**”), all other improvements, fixtures (including, without limitation, the sprinkling, plumbing, heating, cooling, ventilating, air conditioning, electrical, lighting and other systems), and other easements (including any easements agreed upon and entered into in connection with the Tract Bifurcation Items (as defined in Section 7(b) below), and all other right, title and interest appurtenant and otherwise relating thereto (collectively, the “**Real Property**”). Buyer and Seller acknowledge that, as of the Effective Date, there is no legal description of the Real Property and the depiction of the Real Property on Exhibit “B” attached hereto may not be legally sufficient; however, the parties confirm that, notwithstanding such insufficiency, the parties desire to proceed with the execution of this Agreement and agree that (i) they are experienced in transactions of the nature contemplated in this contract, (ii) they are familiar with the specific location of the Real Property, (iii) each party waives any and all claims of an insufficient legal description in a cause of action for enforcement hereof, and (iv) the metes and bounds or platted lot description of the Real Property prepared under Section 7 below of the Agreement shall become the legal description of the Real Property utilized in the Deed (as defined in Section 8(a)(i) below) at Closing (as defined in Section 3 below).

b) Except as provided below, all of the tangible personal property attached to or located on or used in connection with the operation of the Real Property, including, without limitation, furniture (including all office cubicles located in the Building), furnishings, fittings, appliances, machinery and equipment, building materials, operating inventories and supplies (collectively, the “**Personal Property**”).

c) Except as provided below, all books and records maintained in connection with the operation of the Real Property; all preliminary, final and proposed building plans and

specifications relating to the Real Property; and all surveys, structural reviews, grading plans, topographical maps, architectural drawings and engineering, soils, seismic, geologic, environmental, and architectural reports, studies, certificates, and similar documents relating to the Real Property (collectively, the “**Records and Plans**”).

d) Except as provided below, all guarantees and warranties relating to the Real Property and the fixtures and equipment located thereon (collectively, the “**Warranties**”).

e) Except as provided below, all permits, certificates of occupancy, approvals, dedications, subdivision maps, and entitlements issued, approved or granted by governmental or quasi-governmental entities or otherwise relating to the Real Property; and any and all development rights and other intangible rights, titles, interests, privileges, and appurtenances in any way relating to or used in connection with the Real Property (collectively, the “**Licenses and Permits**”).

Notwithstanding the foregoing, the Property expressly excludes: (i) cash and cash equivalents (except to the extent prorated at Closing), (ii) any reserves or other deposits funded or made in connection with any financing encumbering the Property, (iii) computer software and computer files, (iv) personal property owned by tenants under the Leases, (v) any equipment installed by, or in connection with, any telecommunication or utility provider and which is owned by any party other than Seller (provided, however, that any reversionary interest that Seller may have therein shall be assigned to Buyer to the extent assignable, and shall constitute a portion of the Personal Property), and (vi) confidential or proprietary records owned by Seller. In addition, notwithstanding the foregoing or anything to the contrary in this Agreement, Seller’s obligation to convey any existing Records and Plans, Warranties, or Licenses and Permits (together, the “**Intangible Personalty**”) belonging to or inuring to the benefit of Seller, or pertaining to the Real Property, is limited to the extent that such Intangible Personalty is assignable and only to the extent that such Intangible Personalty relates solely to the Real Property as opposed to other property of Seller or its affiliates (including, without limitation, the Seller’s Retained Parcel and Seller’s Retained Building, as defined herein).

2. Purchase Price. The purchase price for the Property is Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) (the “**Purchase Price**”), payable by Buyer as follows:

a) Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “**Initial Deposit**”) payable to Pioneer Title Agency, 6875 N. Oracle Road., Suite 205, Tucson, AZ 85704, Attention: Jeanette Cary, Unit Manager/Sr. Escrow Officer (“**Escrow Agent**”), which sum shall be delivered to Escrow Agent within three (3) business days following the Effective Date. In the event that Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period (as defined herein), then within one business day following the expiration of the Due Diligence Period, Buyer shall deposit the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the “**Second Deposit**”, and together with the Initial Deposit, the “**Deposits**”) with Escrow Agent. The Deposits shall be held in an interest bearing federally

insured account by Escrow Agent in accordance with this Agreement pending consummation of this transaction. Upon expiration of the Due Diligence Period (as defined in Section 6 below), if Buyer has not terminated this Agreement as provided herein, the Deposits shall become nonrefundable except in the event of a Seller default, or where Buyer is expressly permitted to terminate this Agreement after the Due Diligence Period and be refunded the Deposits.

b) The balance of the Purchase Price (the Purchase Price minus the Deposits), subject to adjustments pursuant to this Agreement, including, but not limited to, those adjustments set forth in Section 8 of this Agreement, shall be paid to Seller at Closing in immediately available federal funds.

3. Closing. Closing shall be held on the date (the “**Closing Date**”) that is fifteen (15) days after the later to occur of (a) the expiration date of the Due Diligence Period, as the same may be extended as provided herein, or (b) the date the Seller receives any necessary governmental approvals of the Tract Bifurcation Items approved by Seller and Buyer; provided, however, that in no event shall Closing occur later than six (6) months after the Effective Date (the “**Outside Closing Date**”) unless the parties otherwise agree in writing, and if Seller has not received any necessary governmental approvals of the Tract Bifurcation Items by the Outside Closing Date, then either party shall be entitled to terminate this Agreement by written notice delivered to the other party after such Outside Closing Date but before such necessary governmental approvals have been received. Closing shall be an escrow closing with the Escrow Agent acting as the closing escrow agent (“**Closing**”).

4. Title. Within five (5) days after the Effective Date, or as soon thereafter as practicable, Buyer will cause escrow agent to issue a title insurance commitment and all underlying exception documents prepared in accordance with the terms and conditions of this Agreement (the “**Title Commitment**”).

a) The Title Commitment shall be prepared in accordance with the current ALTA Form, issued by Escrow Agent (the “**Title Company**”), and agree to issue, upon recording of the Deed (as defined below), an ALTA owner’s title insurance policy to Buyer in the amount of the Purchase Price insuring title to the Real Property to be in the condition called for by this Agreement. The title insurance policy (the “**Title Policy**”) shall be subject only to those liens, encumbrances or exceptions set forth in the Title Commitment which are specifically or deemed approved by Buyer (the “**Permitted Exceptions**”) pursuant to the terms set forth in this Agreement.

b) Prior to the expiration of the Due Diligence Period, Buyer shall object in writing to any condition of title not satisfactory to Buyer, in Buyer’s sole discretion, including matters of survey (hereinafter referred to as a “**Title Defect**”). Any matters set forth in the Title Commitment to which Buyer does not timely object to Seller pursuant to the foregoing sentence shall be deemed Permitted Exceptions. Seller may notify Buyer within five (5) business days of receiving notice of a Title Defect whether Seller will cure said Title Defect. If Seller provides notice that it will cure the Title Defect, then Seller will use commercially reasonable efforts to do

so prior to Closing. Unless Seller timely provides notice that it will cure the Title Defect, then at the expiration of such five (5) business day period, Seller shall be deemed to have refused to cure the Title Defect. If Seller provides notice that it will not cure the Title Defect, or if Seller is deemed to have refused to cure the Title Defect, or if Seller provides notice that it will cure the Title Defect, but despite Seller's good faith efforts, the Title Defect cannot be corrected or is otherwise not corrected prior to Closing, or as otherwise extended by agreement of Buyer and Seller, then, within ten (10) days after Seller refuses or is deemed to have refused to cure, or by Closing (but only if Seller timely provided notice that it would cure the Title Defect but failed to cure the Title Defect prior to Closing), Buyer may, at its option, (i) terminate this Agreement and, as a result, the Deposits together with all accrued interest shall be returned to Buyer or (ii) elect to accept such title as Seller is able to convey and proceed to Closing. If Buyer fails to notify Seller that Buyer is terminating this Agreement as a result of a Title Defect by the foregoing deadline, Buyer shall be deemed to have elected to accept such title as Seller is able to convey and proceed to Closing, in which case the waived Title Defect(s) shall automatically become additional Permitted Exceptions.

5. Disclosure Materials. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer all documents related to the Property in Seller's possession, including the Licenses and Permits, Records and Plans, and copies of any Warranties, as well as title policies, title reports, title documents, mortgages or deeds of trust, declarations, restrictive covenants, easements, any operating reports for the current calendar year and the prior two calendar years, utility bills, inspection reports, property surveys, and other miscellaneous reports and items customarily reviewed when performing due diligence on property similar to the Property (collectively, the "**Disclosure Materials**"). Notwithstanding the foregoing, Buyer shall not have access to, the Disclosure Materials shall expressly exclude, and Seller shall not be obligated to make available to Buyer, any confidential, proprietary or privileged information of Seller related to the Property, such excluded materials to include Seller's internal memoranda, financial projections, appraisals, tax returns, accounting and other tax records for Seller's internal operations (provided that the accounting and tax records pertaining to the operations of the Property shall not be excluded) and similar proprietary, confidential or privileged information.

Until Closing occurs, ownership of all Disclosure Materials, no matter in what format it resides, remains with Seller. Buyer agrees to hold the Disclosure Materials that are delivered to it by Seller in strictest confidence and not to release or disclose the Disclosure Materials to any other party other than title insurance companies, lenders, attorneys, accountants, partners, directors, officers, employees, and representatives of Buyer (collectively, "**Buyer's Representatives**"), who need to know such information, in the determination of Buyer, for the purpose of evaluating and consummating the transaction contemplated herein. In the event Closing does not occur, Buyer shall, at Buyer's option, return all Disclosure Materials to Seller or destroy all Disclosure Materials and certify to Seller in writing that all such Disclosure Materials have been destroyed. The foregoing duty of confidentiality shall not include Disclosure Materials that i) are matters of public record or matters generally known to the public, ii) were within Buyer's possession prior to it being furnished by Seller to Buyer

(provided that the source of such information was not known by Buyer to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Seller with respect to such information), or iii) becomes available to Buyer on a non-confidential basis from a source other than Seller, provided that the source of such information was not known by Buyer to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Seller with respect to such information. Buyer's obligations under this paragraph shall survive termination of this Agreement for a period of six (6) months.

6. Due Diligence Period; Buyer Conditions to Closing. For the purposes of this Agreement "**Due Diligence Period**" shall mean the sixty (60) day period from and after the Effective Date. Provided Buyer has commenced and is diligently pursuing its inspections, investigations and reviews contemplated herein, Buyer may extend the Due Diligence Period for an additional thirty (30) days by providing written notice to Seller of its desire to so extend the Due Diligence Period prior to the sixtieth (60th) day after the Effective Date, and by delivering to Escrow Agent payment, on or before the sixtieth (60th) day after the Effective Date, of an additional deposit in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) in consideration of such extension of the Due Diligence Period (the "**Extension Deposit**"), which amount shall be non-refundable (except only for Seller default) but applicable towards the amount of the Purchase Price. The obligation of Buyer under this Agreement to purchase the Property from Seller is contingent on Buyer, prior to expiration of the Due Diligence Period, verifying that the Property (including the Records and Plans, Warranties, and Licenses and Permits) is in every respect acceptable to Buyer based on an investigation and review by Buyer, its agents and contractors of the Property, all information that is required to be provided to Buyer by Seller pursuant to this Agreement and all information that is available to Buyer relating to the Property, including the Disclosure Materials.

Buyer shall give Seller not less than twenty-four (24) hours advance oral and written notice of all proposed activities to be undertaken on the Property and Seller's consent thereto shall not be unreasonably withheld or delayed, except that Buyer shall not conduct any destructive or invasive testing without Seller's prior written consent, which may be withheld in Seller's sole discretion. Such activity shall be coordinated with Seller's exclusive agent (as set forth in Section 13 below). Such activity shall not unreasonably interfere with the operation of the Property, including any disruption to Tenant (as defined in Section 8(a)(vii) below) and its invitees. Buyer shall indemnify and hold Seller and the Property free and harmless of and from any claim, liability and expense either involving bodily injury or property damage arising out of Buyer's due diligence activities or involving any mechanics' liens arising therefrom. The foregoing indemnification obligation shall survive Closing and any termination of this Agreement.

If Buyer determines that the Property is not acceptable to Buyer, then prior to expiration of the Due Diligence Period, Buyer, at its election and in its sole discretion, may either: (a) terminate this Agreement, in which case Escrow Agent shall refund the Initial Deposit to Buyer and deliver the Extension Deposit (if made) to Seller, or (b) proceed to Closing.

7. Land Division; Condition to Closing. Buyer hereby acknowledges that, as of the Effective Date, the Building is situated on the same legal parcel as another office and warehouse building containing approximately 25,025 square feet (“**Seller’s Retained Building**”), which is located to the south of the Building on such legal parcel (the “**Aggregate Tract**”). Buyer and Seller hereby agree that Seller, at its sole cost and expense, shall exercise commercially reasonable efforts to legally divide and/or replat the Aggregate Tract to create the Real Property on the following terms and conditions:

a) Seller has delivered or will deliver to the Buyer in accordance with the terms of this Agreement and as part of the Disclosure Materials, Seller’s existing survey of the Aggregate Tract.

b) The Parties shall cooperate and use good faith, diligence and reasonable efforts to agree in writing, prior to expiration of the Due Diligence Period, on (A) separate legal descriptions for the Aggregate Tract to divide that tract into the Real Property with the Building and related improvements and separately the real property with the Seller’s Retained Building and improvements thereon (“**Seller’s Retained Parcel**”), (B) the terms and conditions of any easements, agreements, including signage agreements, and other instruments reasonably required to operate the Real Property and Seller’s Retained Parcel as separate legal parcels, (C) any and all governmental approvals necessary for a land division to create separate legal parcels for the Real Property and Seller’s Retained Parcel, and (D) whether the Aggregate Tract may be legally subdivided without the platting or replatting of the Aggregate Tract into the two parcels (collectively, the “**Tract Bifurcation Items**”). It is the intent of Seller and Buyer that the land division and the Tract Bifurcation Items address the following: (1) if necessary, arrangements for the installation of separate meters for water and electrical service for each parcel, the costs of which shall be shared equally between Buyer and Seller; (2) creation of separate taxable parcels with tax identification numbers and street addresses for each parcel; (3) easements for common ingress and egress over the entrances to the Aggregate Tract and drive lanes through the surface parking areas on the Aggregate Tract (the “**Common Surface Parking Area**”) so that each of Buyer and Seller shall have unencumbered access to their respective building and use of parking for same; (4) Buyer’s exclusive right to use of the parking spaces in the Common Surface Parking Area that are located in front of and adjacent to the Building; (5) Buyer’s and Seller’s non-exclusive right to use the parking spaces in the Common Surface Parking Area that are located elsewhere in the Common Surface Parking Area; (6) Seller’s exclusive right to use of the parking spaces in the Common Surface Parking area that are located adjacent to Seller’s Retained Building; (7) The common use and maintenance by Buyer and Seller of the break area located between the Building and Seller’s Retained Building; (8) the obligation to maintain, repair and replace the Common Surface Parking Area, the costs of which shall be shared equally between Buyer and all subsequent owners of the Property and Seller and all subsequent owners of Seller’s Retained Parcel; and (9) a prohibition on the erection of a fence on the Property which would preclude or impair pedestrian access between the Seller’s Retained Parcel and the the Common Surface Parking Area.

c) If, prior to the expiration of the Due Diligence Period, Buyer and Seller

are unable to mutually agree upon Tract Bifurcation Items, either party hereto shall be entitled to terminate this Agreement by written notice to the other party at any time prior to the parties' agreeing thereon. Upon such a termination, the Deposits shall be returned to Buyer, and thereafter neither Seller nor Buyer shall have any continuing rights or obligations hereunder, except for the expressly surviving obligations under this Agreement. Notwithstanding the balance of this subsection, should the parties not agree on a final terms of the Tract Bifurcation Items on or before the expiration of the Due Diligence Period, and if Seller and Buyer do not agree to extend the Due Diligence Period prior to the expiration of the Due Diligence Period, this Agreement shall terminate and expire on its own terms, the Deposits shall be refunded to Buyer, and thereafter neither Seller nor Buyer shall have any continuing rights or obligations hereunder, except for the expressly surviving obligations under this Agreement. Notwithstanding the foregoing, in the event that Buyer and Seller have approved the Tract Bifurcation Items prior to the expiration of the Due Diligence Period as the same may be extended as provided herein, and are awaiting the receipt of any necessary governmental approvals of the Tract Bifurcation Items, then this Agreement shall not terminate, and the Closing shall be extended until such approvals have been received, as provided in Section 3 herein.

8. Representations and Warranties

a) Seller hereby represents, warrants and covenants to Buyer as of the Effective Date and the date of Closing with respect to its respective Property the following:

(i) Seller is a validly organized and duly existing limited liability company organized under the laws of the State where Seller is organized and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated.

(ii) Neither Seller's execution and delivery of this Agreement, nor its compliance with the terms and conditions of this Agreement, nor the consummation of the sale and conveyance of the Property, constitutes or will constitute a violation or breach of the organizational documents of Seller, as the same may have been amended from time to time, or of any material agreement or other instrument to which Seller is a party, or of any order, judgment or decree to which Seller is subject.

(iii) The execution, delivery and performance of this Agreement have been approved by Seller pursuant to the terms of its organizational documents. No other permit, consent, approval or authorization of, or declaration to or filing with, any governmental authority or any other person or entity is required in connection with the execution, delivery and performance by Seller of this Agreement, except those that will be obtained or made prior to the Closing.

(iv) The person executing this Agreement on behalf of Seller has requisite authority to execute this Agreement, and this Agreement, as executed, is valid,

legal and binding upon Seller.

(v) Seller is not subject to any judgment, order or decree of any court or governmental body, agency or official of any country or political subdivision of any country, including, but not limited to, federal, state, county and local governments, administrative agencies and courts, which could have any change or effect (or aggregation of changes and effects) that is or could reasonably be expected to be materially adverse to Seller's performance under this Agreement.

(vi) To Seller's knowledge, all governmental permits, licenses and certificates required for the current occupancy and use of the Property have been obtained and paid for and are in good standing, and Seller is not in violation of, and Seller has not received notice of any violations of, any law, municipal or county ordinance or other legal requirement with respect to the Property (or any part thereof) or with respect to the use, occupancy or construction thereof.

(vii) There is presently one tenant with a lease in the Property (Teksynap) who has agreed to vacate the Property prior to Closing. Other than the foregoing, there are no other existing leases, whether oral or written, agreements of sale, options, rights of first refusal, rights of first offer, tenancies, licenses or any other claims to possession or use affecting the Property.

(viii) To Seller's knowledge, except as disclosed in any environmental report delivered by Seller to Buyer or otherwise obtained by Buyer, the Property has never been utilized for the treatment, storage or disposal of hazardous substances or wastes or petroleum products, except in accordance with all applicable laws and/or in de minimis amounts, and to the Seller's knowledge no hazardous substances or wastes or petroleum products have ever been located on the Property, except in accordance with all applicable laws and/or in de minimis amounts. Seller has not received any written notice of any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances, including, without limitation, under the Arizona Environmental Quality Act of 1986, the Toxic Substance Control Act of 1976, or the Resource Conservation and Recovery Act of 1976, as they have been amended from time to time.

(ix) Seller possesses fee simple title to the Property.

(x) Seller will promptly notify Buyer in writing of any material changes affecting the Property that become known to Seller prior to Closing.

(xi) Seller has not received any notice from any city, county or state authority or other political, governmental, or quasi-governmental authority or subdivision having jurisdiction over the Property requiring or specifying that any work be done to the Property, and Seller has no knowledge that any work is required to be done to the Property.

(xii) To Seller's knowledge, there are no frontage, on-site development reimbursements (such as shared roads/private drives), utility assessments or any other assessments that are due and payable with respect to the Property, and all assessments for any paving or other improvements on the Property have been fully paid. Seller is responsible for any payments for improvements already made to the Property.

(xiii) To Seller's knowledge, there is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities.

(xiv) There are no contracts or other agreements that will be binding on Buyer upon Closing, except for those matters of record or as otherwise agreed to by Buyer.

(xv) Seller has not made any general assignment for the benefit of creditors, become insolvent or filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or an arrangement or composition, extension or readjustment of its indebtedness or consented, in any creditors' proceeding, to the appointment of a receiver or trustee of Seller or the property or any part thereof of either of them or been named in an involuntary bankruptcy proceeding and to Seller's knowledge, no such actions are contemplated or have been threatened.

(xvi) All work performed by Seller or materials furnished to Seller for the Property have been, or by Closing will be, fully paid for.

As used herein, references to the knowledge of Seller shall mean only the actual, conscious knowledge of Patrick J. Kearney, and such term shall not imply any duty of inspection, other than inspection of the Seller's files and records in the present possession of the above-named individual and shall not imply a duty to make physical inspections or tests of the Property.

The foregoing representations and warranties shall be deemed remade as of Closing and shall survive Closing for a period of six months whereupon they shall automatically lapse and be of no further effect.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 8(a) HEREOF AND THE WARRANTY OF TITLE SET OUT IN THE DEED (AS DEFINED HEREIN), BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR

ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED HEREIN). BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

b) Buyer hereby represents, warrants and covenants to Seller as of the Effective Date and the date of Closing the following:

(i) Buyer is a political subdivision of the State of Arizona and has the

power and authority to enter into this Agreement and to consummate the transactions herein contemplated.

(ii) Neither Buyer's execution and delivery of this Agreement, nor its compliance with the terms and conditions of this Agreement, nor the consummation of the sale and conveyance of the Property, constitutes or will constitute a violation or breach of any material agreement or other instrument to which Buyer is a party, or of any order, judgment or decree to which Buyer is subject.

(iii) The execution, delivery and performance of this Agreement have been approved by Buyer. No other permit, consent, approval or authorization of, or declaration to or filing with, any governmental authority or any other person or entity is required in connection with the execution, delivery and performance by Buyer of this Agreement, except those that will be obtained or made prior to the Closing.

(iv) The person executing this Agreement on behalf of Buyer has requisite authority to execute this Agreement, and this Agreement, as executed, is valid, legal and binding upon Buyer.

9. Closing.

a) At or before Closing, Seller shall deliver to Escrow Agent the following documents (the "Closing Documents"):

(i) A duly executed original special warranty deed to the Real Property expressly warranting that Seller's title to the Real Property is good, indefeasible, and, subject only to the Permitted Exceptions, free and clear of all encumbrances, in proper form for recording (the "**Deed**");

(ii) A duly executed original bill of sale for the Personal Property;

(iii) A duly executed original assignment (the "**Assignment**") in form and substance mutually satisfactory to Seller and Buyer, assigning to Buyer all of Seller's right, title and interest in and to the Licenses and Permits, Records and Plans, Warranties and any other permits, licenses, plans, authorizations and approvals relating to ownership, operation or occupancy of the Property;

(iv) A certificate certifying that the representations and warranties of Seller, as set forth in this Agreement, are true and correct in all material respects as of the Closing;

(viii) All keys and combinations to locks at the Property;

(v) A duly executed standard form seller affidavit reasonably acceptable to Seller as necessary for the Title Company's issuance of the Title Policy;

(vi) A duly executed Closing Statement accurately setting forth the financial terms of this transaction and a summary of the Purchase Price (the “**Closing Statement**”); and

(vii) Such other documents as may be reasonably required to consummate this transaction in accordance with this Agreement.

b) At Closing, Buyer shall deliver to Escrow Agent:

(i) The Purchase Price (less the Deposits);

(ii) A duly executed original Assignment;

(iii) A duly executed original certificate certifying that the representations and warranties of Buyer, as set forth in this Agreement, are true and correct in all material respects as of the Closing;

(iv) A duly executed Closing Statement; and

(v) Such other documents as may be reasonably required to consummate this transaction in accordance with this Agreement.

c) Prorations and Charges.

(i) All general real estate and personal property taxes shall be prorated through midnight on the day before Closing based on the taxes for the year that the Closing is in, if known, otherwise on the prior year’s taxes. Seller shall be responsible for all real estate taxes through the day prior to the Closing. In the event taxes are prorated on the prior year’s taxes, the parties agree to reprorate taxes when the taxes for the current year are known, and the parties agree to make such payment between themselves to effectuate such reparation. Assessments of any kind (general, special or otherwise) levied or to be levied, if any, for work on site actually commenced (by either a private individual or entity or a governmental entity) prior to Closing shall be paid by Seller at or prior to Closing.

(ii) In addition, the following items shall be prorated through midnight on the day before Closing, as applicable: all utility charges (as applicable), including, but not limited to, sewer, water, electricity, gas, telephone and other private and municipal charges (collectively “**Utility Charges**”). Seller shall be responsible for obtaining all necessary billing information for the Utility Charges in order to accurately reflect the same on the Closing Statement.

(iii) Seller shall be responsible for all title fees and premiums associated with the standard owner’s Title Policy in the amount of the Purchase Price, and Buyer shall be responsible for all title fees and premiums for extended coverage and

for any endorsements required by Buyer. Buyer and Seller shall each pay one-half of any charges issued by Escrow Agent and Title Company. All other closing expenses shall be allocated between the parties in the customary manner for sales of real property in the locality where the Property is located. Each party is responsible for paying its own respective attorneys' fees incurred in negotiating, preparing and closing the transaction contemplated by this Agreement.

(iv) [Intentionally Omitted].

(v) Within ninety (90) days after Closing, Buyer and Seller shall reconcile all of the foregoing payments and prorations based on actual bills or invoices received after the Closing, but only if the prorations or payments were based on an estimate and not actual current bills or invoices. In the event that any item of income, charge, or expense cannot be reconciled accurately within such 90-day period, then Buyer and Seller hereby agree to delay such reconciliation until a date when it can be accurately completed. Any party owing to the other party any amount ascertained by the required reconciliations shall promptly, but in no event later than fifteen (15) business days after the date of the applicable reconciliation, pay the other party such amount. The obligations set forth in this Section 9(c) shall survive Closing for a period of one (1) year.

10. Default by Buyer. If Buyer defaults in the performance of any obligation contained in this Agreement or, without the right to do so and in default of its obligations hereunder, fails to consummate Closing, the Deposits shall be paid to Seller. Such payment of the Deposits to Seller shall be deemed to be liquidated damages for Buyer's default and the receipt of same shall be Seller's exclusive and sole remedy; and Seller hereby waives any right to recover the balance of the Purchase Price, or any part thereof, and the right to pursue any other remedy permitted at law or in equity against Buyer. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Buyer's failure to complete the purchase of the Property pursuant to this Agreement, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section represent a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty under any legal or equitable theory, but is intended to constitute liquidated damages to Seller.

11. Default by Seller. If Seller defaults in the performance of any obligation contained in this Agreement or, without the right to do so and in default of its obligations hereunder, fails to complete Closing, the Deposits shall be returned to Buyer. In addition, Buyer may exercise any remedies available to it at law or in equity, including, but not limited to, specific performance; provided, any action is brought within ninety (90) days after such event of default by Seller. Notwithstanding anything herein to the contrary, in no event shall Seller be liable for indirect, consequential or punitive damages arising from, in connection with or in any way related to this Agreement or the transaction contemplated herein.

12. Risk of Loss. Seller shall bear the risk of all loss or damage to the Property from all causes until Closing. Seller represents that it has, and will maintain pending Closing, a policy of fire and extended coverage insurance in at least the full amount of the replacement cost of the Building. If at any time prior to Closing a material portion of the Property is destroyed or materially damaged as a result of fire or any other casualty whatsoever, Seller shall promptly give written notice thereof to Buyer and Buyer shall have the right, within five (5) business days of receipt of such notice to terminate this Agreement by written notice to Seller, whereupon Escrow Agent shall return the Deposits (with any accrued interest) to Buyer, and thereafter this Agreement shall be void and neither party shall have any further rights or obligations hereunder. In the event Buyer does not elect to terminate the Agreement pursuant to immediately preceding sentence or in the event of damage or destruction to the Property which is not deemed to be material, Buyer shall proceed with this Agreement and notify Seller that, at Buyer's sole option, Seller either shall: (A) use any available insurance proceeds to restore the Property prior to Closing to its condition as of the Effective Date (with Closing to be extended as necessary for Seller to complete the repairs), and if there are any excess insurance proceeds after completion of such restoration, Seller shall promptly deposit same in escrow with Escrow Agent and such funds, together with any interest thereon, shall be disbursed to Buyer at Closing; or (B) in lieu of restoration, prior to Closing, clear the site of debris (with Closing to be extended as necessary for Seller to clear the site) and deposit all remaining insurance proceeds in escrow with Escrow Agent and such funds, together with interest thereon, shall be disbursed to Buyer at Closing, and in either event, Seller shall either expend the deductible amount provided for in such insurance coverage in making such restoration or clearing the Property, as the case may be, or give Buyer a credit therefore against the Purchase Price. All unpaid claims and rights in connection with any such losses shall be assigned to Buyer at Closing without in any manner affecting the Purchase Price. For purposes of this Section 12, a "material" destruction or "material" damage shall mean destruction or damage which requires restoration which will equal or exceed \$50,000 in cost.

13. Brokerage. Each party represents and warrants to the other that neither has dealt with any broker, agent, finder or other intermediary in connection with this Agreement, except First West Properties Corporation ("**First West**"), whose commission shall be paid by Seller. Buyer and Seller hereby consent, agree and acknowledge that Buyer is represented by Candice Bushnell-White of First West and that Seller is represented by Frank Moro of First West, as such dual agency is created and approved by Buyer and Seller. Seller agrees to indemnify, defend and hold Buyer harmless from and against any broker's claim arising from any breach by Seller of Seller's representation and warranty in this Section 13. Buyer agrees to indemnify, defend and hold Seller harmless from and against any broker's claim arising from any breach by Buyer of Buyer's representation and warranty in this Section 13.

14. Operation of the Property Prior to Closing. Prior to Closing:

a) Seller shall operate, manage and maintain the Property in a reasonable, professional and prudent manner, and keep the same in good condition at all times. Without expense to Buyer, Seller shall make all repairs and replacements (structural and non-structural,

ordinary and extraordinary) so that the Property is maintained in its present condition, reasonable wear and tear and, if applicable, damage by casualty excepted.

b) Seller shall materially comply with all of its obligations under all agreements and contractual arrangements affecting the Property by which Seller is bound.

c) Seller shall promptly notify Buyer of Seller's receipt of any written notice from any party alleging that Seller is in default of its obligations under any permit or agreement affecting the Property, or any portion or portions thereof.

d) No new contract for or on behalf of or affecting the Property shall be negotiated or entered into which cannot be terminated by Seller prior to Closing.

e) Except with the prior written consent of Buyer (which may be withheld in Buyer's sole discretion), Seller shall not enter into any new leases for any portion of the Property.

f) From the Effective Date until Closing, Seller shall maintain the Records and Plans, Warranties, and Licenses and Permits in full force and effect in accordance with their terms, and shall not terminate, modify or waive any provision thereof. Seller shall not enter into any new contracts or agreements relating to the Property without Buyer's prior written consent.

15. Notice. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered: (a) in person; or (b) by registered or certified mail, return receipt requested; or (c) by recognized overnight delivery service providing positive tracking of items (for example, Federal Express); or (d) by electronic transmission (so long as one of methods (a), (b) or (c) are simultaneously utilized) addressed as follows or at such other address of which Seller or Buyer shall have given notice as herein provided:

If intended for Buyer:

Richard Karwaczka
County Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603
Email: rkawaczka@cochise.az.gov

- and -

Sharon Gilman
Deputy County Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

Email: sgilman@cochise.az.gov

With a copy to:

Michael R. Urman, Esq.
2525 E. Broadway Blvd., Suite 200
Tucson, AZ 85716
Email: murman@dmyl.com

- and -

Christine Roberts, Esq.
Chief Civil Deputy
Cochise County Attorney's Office
100 Higgins Hill
P.O. Drawer CA
Bisbee, AZ 85603
Email: croberts@cochise.az.gov

If intended for Seller:

Rushmark Soldier Creek, LLC
Attn: Patrick J. Kearney
2900 Fairview Park Drive
Falls Church, Virginia • 22042
Email: pkearney@rushmark.com

with a copy to:

Womble Bond Dickinson (US), LLP
Attn: Thomas L. Harper, Jr.
5 Exchange Street
Charleston, South Carolina 29401
Email: tom.harper@wbd-us.com

All such notices, requests and other communications shall be deemed to have been received for all purposes hereof only upon receipt by the party to whom such notice is sent, unless delivery is refused in which case notice shall be deemed received on the date delivery of such notice was attempted. Notices by the parties may be given on their behalf by their respective attorneys.

16. Tax-Deferred Exchange. In the event Seller so elects, Buyer agrees to cooperate with Seller, at no cost or expense to Buyer, in effecting a tax-deferred exchange pursuant to the terms of the Internal Revenue Code. Seller shall have the right to elect a tax-deferred exchange at any time prior to the Closing Date. If Seller elects to effect a tax-deferred exchange, then Buyer shall, if applicable, cause revised or additional escrow instructions, documents, agreements or instruments to be executed in order to effect the exchange, provided that Buyer shall incur no additional costs, expenses, fees or liabilities, nor shall the Closing be delayed as a result of the exchange. Seller may assign this Agreement to an accommodator in order to effect such exchange and, thereafter, such assignee will perform Seller's obligations under this Agreement.

17. Miscellaneous.

a) Buyer shall have the right to assign this Agreement upon five (5) days prior written notice to Seller, provided that any such assignee shall assume in writing Buyer's obligations under this Agreement and the Escrow Agreement and Buyer shall remain liable for Buyer's obligations under this Agreement. In the event of any such assignment and assumption, Seller agrees to convey the Property directly to Buyer's assignee provided that Buyer and/or assignee have fulfilled Buyer's obligations under this Agreement.

b) The "captions" or "headings" in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

d) This Agreement, including the exhibits attached hereto, contains the entire agreement as to the Property between Seller and Buyer; and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning the transaction contemplated by this Agreement.

e) This Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

f) This Agreement shall be construed in accordance with the internal laws of the State of Arizona, without giving effect to its conflicts of laws provisions.

g) This Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto, all parties to this Agreement having participated fully and equally in the negotiation and preparation hereof. It is the intent of Buyer and Seller that this Agreement be binding on both parties and not illusory. Thus, wherever this Agreement grants Buyer or Seller discretion, which might otherwise make this Agreement

illusory, the party exercising its discretion must act reasonably according to commercial standards.

h) Seller shall deliver occupancy of the Property to Buyer at Closing as provided for in this Agreement.

i) Time is of the essence of this Agreement, and Buyer and Seller hereby agree that the times provided for in this Agreement are reasonable times for each party to complete its respective obligations. If any of the times provided for in this Agreement fall on a Saturday, Sunday or legal holiday, said times shall automatically extend to the next full business day.

j) This Agreement may be executed or amended in counterparts, all of which taken together shall constitute one and the same instrument.

k) If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

(Signatures contained on following pages.)

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, to be effective as of the date first set forth above.

BUYER:

COCHISE COUNTY, a political subdivision
of the State of Arizona

By: _____

Its: _____

Date: _____

SELLER:

RUSHMARK SOLDIER CREEK, LLC,
a Virginia limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF AGGREGATE TRACT

EXHIBIT "B"

**SITE PLAN DEPICTING AGGREGATE TRACT
AND CONTEMPLATED DIVISION**

I:\FILES\DOCS\COCH08\20230084\AGREE\19A5291.DOCX