

**REAL ESTATE SALE AND PURCHASE AGREEMENT
AND
OPTION AGREEMENT**

This Real Estate Sale and Purchase Agreement and Option Agreement ("Agreement") is made and entered into by and between Border Ranches, L.L.C., an Arizona limited liability company ("Seller"), and Comite de Bien Estar, Inc., an Arizona non-profit corporation ("Buyer") effective as of February 15, 2018 (the "Effective Date").

RECITALS:

Whereas, Seller is the owner of approximately 153.58 acres of unimproved real property located at the Southeast corner of Avenue F and County 24th Street in San Luis, Arizona identified as Yuma County Assessor's Parcel No. 227-15-001 and legally described on Exhibit "A attached hereto (the "Property");

Whereas, Buyer desires to purchase an initial 40 acres of the Property from Seller as legally described on Exhibit "B" attached hereto (the "1st Installment") and to obtain an option from Seller to purchase the remainder of the Property in 3 installments; and

Whereas, Seller is willing to sell the 1st Installment to Buyer and to grant Buyer an option to purchase the remainder of the Property pursuant to the terms and conditions set forth herein.

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. **Sale of 1st Installment.** Seller agrees to sell the 1st Installment to Buyer and Buyer agrees to purchase the 1st Installment from Seller upon the terms and conditions set forth herein.

3. **Purchase Price; Earnest Money Deposit.**

(a) The Purchase Price for the 1st Installment shall be \$32,000 per acre.

(b) No later than October 31, 2018, if Buyer elects to proceed forward with the purchase of the 1st Installment, Buyer shall deliver to the Escrow Agent a non-refundable earnest money deposit in the sum of \$40,000 (the "Deposit"). The Deposit shall be credited towards the Purchase Price for the 1st Installment upon the Closing. If

Buyer fails to perform upon the Closing, the Deposit shall be released by the Escrow Agent to Seller.

4. Escrow Agent and Title Report.

(a) Buyer and Seller agree to employ Kim Amavisca at Chicago Title Agency as the Escrow Agent to handle the Escrow.

(b) Seller agrees to provide Buyer with a standard owner's title policy for the Property in the Escrow Agent's standard coverage form and to pay the cost to record a Special Warranty Deed in favor of Buyer. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, and any requested extended coverage owner's policy of title insurance (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy") and Buyer's approval of the Title Policy. Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

(d) Buyer and Seller each agree to pay on, or before, the Close of Escrow to the Escrow Agent one-half of the standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

5. Close of Escrow. Buyer and Seller agree to the Close of Escrow to occur no later than December 31, 2018, or as otherwise agreed upon in writing between Seller and Buyer.

6. Zoning and Subdivision Contingency; Authorization to Buyer. Seller and Buyer agree the sale of the 1st Installment is contingent upon the City of San Luis' (the "City") approval of Buyer's requested rezoning of the Property to the City's R-1-6 zoning designation and the City's approval of a subdivision plat for the 1st Installment to no less than 150 residential lots. Buyer shall pay all costs, fees and expenses necessary to rezone the Property and subdivide the 1st Installment. Seller agrees to designate Buyer's engineer, Vega & Vega Engineering, P.L.C., or such other engineer or agent designated by Buyer, as Seller's agent for the purpose of rezoning the Property and subdividing the 1st Installment. Buyer agrees the subdivision plat for the 1st Installment shall not be recorded until the Close of Escrow of the Installment.

7. **Financing Contingency.** Seller and Buyer agree the sale of the 1st Installment is also contingent upon Buyer's procurement of financing for the amount of the Purchase Price. Buyer agrees to diligently pursue financing for the amount of the Purchase Price and agrees to provide Seller, upon Seller's request, updates on Buyer's efforts to procure financing.

8. **Seller's Representations.** Seller represents the following to Buyer:

(a) Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property or any portion thereof.

(b) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now nor has there even been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(d) Seller has not previously taken any action and will take no action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(f) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property.

(g) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(h) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(i) Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

(j) Seller's execution of this Agreement has been duly authorized by Seller's Members or is authorized by Seller's Operating Agreement.

9. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

10. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 8 and 9 shall survive the Close of Escrow and shall not merge with the Warranty Deed.

11. Real Estate Brokerage. Seller and Buyer agree neither party has dealt with a real estate broker or agent for the sale or purchase of the Property. Seller and Buyer agree if any real estate broker or agent shall assert or claim a real estate brokerage commission or fee for the sale or purchase of the Property, the party contracting, or associating, with such broker or agent shall be solely responsible for the payment of any commission or fee due such broker or agent and shall forever defend, indemnify and hold harmless the other party from the payment of any commission or fee to such broker or agent.

12. Title. Seller agrees to transfer the title to the 1st Installment to Buyer upon the Close of Escrow by a Warranty Deed without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. All real and personal property taxes and any assessments against the 1st Installment shall be pro-rated through the Close of Escrow. After the Close of Escrow, Buyer shall be responsible for the payment of any real estate taxes or assessments upon the 1st Installment.

14. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. The Warranty Deed for the 1st Installment in the form required by Escrow Agent;
- ii. An Affidavit of Value for the 1st Installment as required by law;
- iii. The title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) Buyer's Closing Documents. On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. An Affidavit of Value for the 1st Installment as required by law;
- ii. The Non-Foreign Affidavit as required;
- iii. Appropriate evidence of due authorization and proper formation of Buyer; and
- iv. Such other documents and monies as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

15. Seller's Default. In the event Seller fails to perform upon the Close of Escrow and Buyer is not otherwise in default, Buyer may elect to proceed with any remedy available to Buyer under Arizona law, including, but not limited to an action for specific performance. Upon Seller's default, Seller shall pay the Escrow Agent for any escrow cancellation fees.

16. Buyer's Default. In the event Buyer fails to perform upon the Close of Escrow and Seller is not otherwise in default, Seller may elect to proceed with any remedy available to Seller under Arizona law, including, but not limited to an action for specific performance. Upon Buyer's default, Buyer shall pay the Escrow Agent for any escrow cancellation fees.

17. Notices. Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:
Border Ranches, L.L.C.
c/o Joshua J. Meyer, Manager
3220 Lakeside Village Drive
Prescott, Arizona 86301

Buyer:
Comite de Bien Estar, Inc.
Attn: Marco Antonio Reyes
P.O. Box 2844
San Luis, Arizona 85349

and
Barry Olsen
Law Offices of Larry W. Suci, PLC
101 East Second Street
Yuma, Arizona 85364

With a copy to:
Kim Amavisca, Escrow Officer
Chicago Title Agency
11593 South Fortuna Road, Suite B
Yuma, Arizona 85367

to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail.

18. Option to Purchase Remainder of the Property. Seller agrees Buyer shall have an exclusive option to purchase the remainder of the Property upon the following terms:

a. Provided Buyer purchases the 1st Installment per this Agreement, Buyer may purchase the remainder of the Property in 3 additional installments consisting of no less than 35 acres per installment as identified by Buyer. In the event Buyer elects not to exercise or close escrow upon any Option as defined in this Section 18, the remaining Options shall then immediately lapse and be null and void.

b. The 1st option installment ("1st Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2020, and legally describe the portion of the Property subject to such notice. The purchase price for the 1st Option shall be \$34,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2020. Other than the purchase price, the purchase of the 1st Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

c. The 2nd option installment ("2nd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2022, and legally describe the portion of the Property subject to such notice. The purchase price for the 2nd Option shall be \$36,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2022. Other than the purchase price, the purchase of the 2nd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

d. The 3rd option installment ("3rd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2024, and legally describe the portion of the Property subject to such notice. The purchase price for the 3rd Option shall be \$38,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2024. Other than the purchase price, the purchase of the 3rd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

e. Buyer may record a Notice of Option against the Property which refers to Buyer's option rights under this Agreement.

19. **Further Documentation.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. **Assignment.** Buyer and Seller agree either party may assign its rights or obligations under this Agreement or to the Property upon written notice to the other.

21. **Governing Law, Jurisdiction and Venue.** Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Yuma and not elsewhere. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue

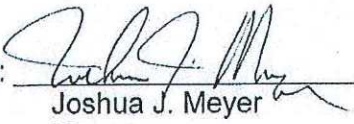
22. **Attorneys' Fees.** If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees, costs and expenses, said sum to be fixed by a court of competent jurisdiction.

23. **Entire Agreement.** This document and the Exhibits attached hereto constitute the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

24. **Counterpart and Facsimile or Electronic Signatures.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original

hereof. Signatures transmitted by facsimile, or other means of accepted electronic signature, shall be deemed to be originals.

SELLER:
Border Ranches, L.L.C.

By: 
Joshua J. Meyer
Manager

BUYER:
Comite de Bien Estar, Inc.

By: 
Marco Antonio Reyes
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.

EXHIBIT "B"
1st Installment Legal Description

The Northwest quarter of the Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.