

**REAL PROPERTY EXCHANGE AGREEMENT
(INCLUDING ESCROW INSTRUCTIONS)**

THIS REAL PROPERTY EXCHANGE AGREEMENT (INCLUDING ESCROW INSTRUCTIONS), is entered into this ____ day of _____, 2016 (the "Effective Date"), by and between **FARM 101 LLC**, a Delaware limited liability company ("Farm 101"), and **CITY OF GLENDALE**, an Arizona municipal corporation (the "City"), and together with the Exhibits referenced herein, shall constitute a binding contract (collectively, the "Agreement") on the part of Farm 101 and the City to exchange certain real property subject to the terms and conditions contained in this Agreement, and shall create an escrow (the "Escrow") with First American Title Insurance Company, 2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016, Attn: Kristin Brown ("Escrow Agent") as escrow agent. This Agreement shall constitute the sole escrow instructions to Escrow Agent with respect to the transaction contemplated herein. Farm 101 and the City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The City, Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), and Stadium Development LLC ("SD" and together with the Club and NCS, the "Cardinals") entered into that certain Stadium Parking Settlement Agreement (the "Settlement Agreement") pursuant to which the City, AZSTA and the Cardinals settled certain claims made by AZSTA and the Cardinals concerning a notice of a claim by AZSTA and the Cardinals alleging that the City had repudiated certain contractual obligations relating to the provision of parking for events at University of Phoenix Stadium in Glendale, Arizona.

B. The Settlement Agreement contemplates that the City and Farm 101 (as an affiliate of the Cardinals) will enter into an agreement in substantially the form of this Agreement, which provides for the exchange of certain real properties owned by the City and Farm 101.

C. The transaction contemplated by this Agreement is authorized and governed by Glendale City Code, Chapter 2, Article V, Division 3, and A.R.S. § 9-407.

D. Pursuant to A.R.S. § 9-407, the City adopted Ordinance No. _____ on _____, 2016, approving the transaction contemplated by this Agreement, and published, or will publish, notice of the transaction contemplated by this Agreement pursuant to, and in accordance with A.R.S. § 39-204.

E. The City and Farm 101 now desire to exchange certain real properties owned by them in furtherance of the terms of the Settlement Agreement, and pursuant to the terms set forth herein.

AGREEMENT

For and in consideration of the mutual undertakings hereunder, and each Party intending to be legally bound, the Parties agree as follows:

1. Subject Properties.

(a) 95th Avenue Property. The real property (the “95th Avenue Property”) that is owned by Farm 101 and that is to be conveyed to the City in accordance with this Agreement is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

(b) PS Development Property. The real property (the “PS Development Property”) that is owned by the City and that is to be conveyed to Farm 101 in accordance with this Agreement is more particularly described and depicted in Exhibit “B” attached hereto and incorporated herein by reference. As of the Effective Date, the PS Development Property is not a separate legal parcel (or parcels) of real estate. Commencing on the Effective Date, the City shall, at its sole cost and expense, take all actions required to legally subdivide the PS Development Property so the PS Development Property is a separate legal parcel, or separate legal parcels, at Closing, including without limitation, recording a Plat or similar lot split document in the Official Records of Maricopa County, Arizona (the “Subdivision”). The City shall diligently pursue the Subdivision. The Subdivision shall be in form and substance acceptable to Farm 101, in Farm 101’s sole and absolute discretion. The Subdivision shall not be recorded in the Official Records of Maricopa County, Arizona without Farm 101’s prior written consent. Within ten (10) days after the Effective Date, Farm 101 and the City shall agree upon the configuration and form and content of the Plat or similar lot split instrument to be recorded in the Official Records of Maricopa County, Arizona. The Subdivision shall be a condition to Farm 101’s obligation to close the transaction contemplated by this Agreement.

(c) Property; Properties. The 95th Avenue Property and PS Development Property may be referred to individually as a “Property” and collectively as the “Properties”.

(d) Acreage; Value. The Properties are of approximately equal acreage, and the Properties are of approximately equal value.

2. Exchange Terms.

(a) Exchange of Real Properties. At Closing (defined herein), Farm 101 shall convey the 95th Avenue Property to the City and the City shall convey the PS Development Property to Farm 101.

(b) Publication. Within one (1) day after of the Effective Date, the City shall publish notice of the transaction contemplated by this Agreement pursuant to, and in accordance with, Glendale City Code, A.R.S. § 9-407 and A.R.S. § 39-204.

3. Escrow. The Parties shall open the Escrow within three (3) days after this Agreement has been executed by both Parties, and Escrow Agent shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been

opened as of such date ("Opening of Escrow"). The date set for conveyance of title to the Properties and the performance of all conditions (except those conditions expressly required to be performed earlier pursuant to this Agreement) relating thereto ("Close of Escrow", "Closing" or "Close Escrow") shall be the later of (i) ten (10) days after the City has fully complied with the publication requirements of A.R.S. § 9-407, and Glendale City Code with respect to posting the notice of the transaction contemplated in this Agreement in Glendale City Hall, or (ii) three (3) days after recordation of the Subdivision, subject to extension as described in Section 12.

4. Owner's Title Policy; Closing Costs.

(a) Farm 101 Title Policy. At Close of Escrow, the City shall pay for and cause First American Title Insurance Company to furnish Farm 101 with a standard coverage owner's policy of title insurance (2006 ALTA form) in an amount equal to such amount of coverage Farm 101 elects (in Farm 101's reasonable discretion), insuring Farm 101's title to the PS Development Property, subject only to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the PS Development Title Report described in Section 5(a) herein and which are not objected to or are waived in the manner described in said Section, and any other matters approved in writing by Farm 101. If Farm 101 desires an ALTA extended coverage policy or any title policy endorsements, Farm 101 shall pay the difference in cost between an ALTA extended coverage policy and a standard owner's policy, plus the premiums for any title policy endorsements desired by Farm 101.

(b) City Title Policy. At Close of Escrow, Farm 101 shall pay for and shall cause First American Title Insurance to furnish the City with a standard coverage owner's policy of title insurance (2006 ALTA form) in an amount equal to such amount of coverage the City elects (in the City's reasonable discretion), insuring the City's title to the 95th Avenue Property, subject only to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the 95th Avenue Title Report described in Section 6(a) herein and which are not objected to or are waived in the manner described in said Section, and any other matters approved in writing by the City. If the City desires an ALTA extended coverage policy or any title policy endorsements, the City shall pay the difference in cost between an ALTA extended coverage policy and a standard owner's policy, plus the premiums for any title policy endorsements desired by the City.

(c) City's Payment of Property Taxes and Closing Costs. At Close of Escrow, the City shall pay the recording fees with respect to the City Deed and any releases of encumbrances, all delinquent real property taxes and homeowners' association assessments, all fees which are due or will be due relating to water and sewer buy-in charges, all general and special assessments pertaining to the PS Development Property, including but not limited to improvement district assessments, whether or not payable in installments, and one-half of the Escrow fees. All non-delinquent real property taxes reflected on the PS Development Title Report shall be prorated as of Close of Escrow based upon the most recent assessments. If taxes must be paid before Maricopa County tax records reflect the PS Development Property as a separate tax parcel(s), taxes shall be allocated on the basis of acreage, except that any taxes attributable to improvements shall be allocated to the property on which the improvements are located. All existing liability, hazard and other insurance on the PS Development Property shall

be cancelled as of Close of Escrow, any such insurance desired by Farm 101 shall be provided new by Farm 101. Except as provided herein, any other fees or charges relating to the PS Development Property shall be paid as is customary in Maricopa County, Arizona. All prorations shall be final at Closing.

(d) Farm 101's Payment of Property Taxes and Closing Costs. At Close of Escrow, Farm 101 additionally shall pay the recording fees with respect to the Farm 101 Deed and any releases of encumbrances, all delinquent real property taxes and homeowners' association assessments, all fees which are due or will be due relating to water and sewer buy-in charges, all general and special assessments pertaining to the 95th Avenue Property, including but not limited to improvement district assessments, whether or not payable in installments, and one-half of the Escrow fees. All non-delinquent real property taxes reflected on the 95th Avenue Title Report shall be prorated as of Close of Escrow based upon the most recent assessments. All existing hazard and other insurance on the 95th Avenue Property shall be cancelled as of Close of Escrow, and any such insurance desired by the City shall be provided new by the City. Except as provided herein, any other fees or charges relating to the 95th Avenue Property shall be paid as is customary in Maricopa County, Arizona. All prorations shall be final at Closing.

5. Farm 101's Feasibility Approval.

(a) Status of City Title. Farm 101 acknowledges that it has received and reviewed a current commitment for title insurance (the "PS Development Title Report") for the PS Development Property, disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the PS Development Property, and a legible copy of each of the instruments and documents referred to in the PS Development Title Report. The City acknowledges and confirms it has reviewed the PS Development Title Report and that the City will satisfy the requirements (including those to be met by releasing or satisfying monetary encumbrances, but not those to be met solely by Farm 101) applicable to the City on or before the date set for Close of Escrow. Notwithstanding anything herein to the contrary, in the event that an amendment to the PS Development Title Report is issued shortly before Close of Escrow, and the amendment reveals an exception that can be objected to, Close of Escrow shall be extended if (and to the minimum extent) necessary: (i) to provide Farm 101 the period contemplated herein to object; and (ii) to provide the City the period contemplated herein to respond, if Farm 101 objects. Notwithstanding anything herein to the contrary, on or before Close of Escrow the City shall satisfy and remove all monetary liens from the PS Development Property evidencing the payment of private debts (including any lien for property owner association ("HOA") assessments, but excluding any lien for current taxes and assessments) and the City shall cure and cause to be removed all exceptions for rights of Parties or entities in possession or Parties or entities holding lease or option rights; and Farm 101 need not expressly object to any such liens or exceptions as may be disclosed on the PS Development Title Report or any amendment thereto.

(b) Examination of PS Development Property. Farm 101 acknowledges that it has had the right to survey and examine and conduct a feasibility analysis of the PS Development Property and any improvements thereon, and acknowledges that Farm 101 is satisfied with its feasibility analysis of the PS Development Property, and hereby waives any right to terminate or

rescind this Agreement based on Farm 101's feasibility analysis of the PS Development Property.

6. The City's Feasibility Approval. The City's obligation to consummate the transaction contemplated hereby or fulfill its obligations under this Agreement is subject to satisfaction of the conditions precedent (which the City may elect to waive, in whole or in part, in its sole and absolute discretion) contained in this Section 6.

(a) Status of Farm 101 Title. The City acknowledges that it has received and reviewed a current commitment for title insurance (the "95th Avenue Title Report") for the PS Development Property, disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the PS Development Property, and a legible copy of each of the instruments and documents referred to in the PS Development Title Report. Farm 101 acknowledges and confirms it has reviewed the 95th Avenue Title Report and that Farm 101 will satisfy the requirements (including those to be met by releasing or satisfying monetary encumbrances, but not those to be met solely by the City) applicable to Farm 101 on or before the date set for Close of Escrow. Notwithstanding anything herein to the contrary, in the event that an amendment to the 95th Avenue Title Report is issued shortly before Close of Escrow, and the amendment reveals an exception that can be objected to, Close of Escrow shall be extended if (and to the minimum extent) necessary: (i) to provide the City the period contemplated herein to object; and (ii) to provide Farm 101 the period contemplated herein to respond, if the City objects. Notwithstanding anything herein to the contrary, on or before Close of Escrow Farm 101 shall satisfy and remove all monetary liens from the 95th Avenue Property evidencing the payment of private debts (including any lien for HOA assessments, but excluding any lien for current taxes and assessments) and Farm 101 shall cure and cause to be removed all exceptions for rights of Parties or entities in possession or Parties or entities holding lease or option rights; and the City need not expressly object to any such liens or exceptions as may be disclosed on the 95th Avenue Title Report or any amendment thereto.

(b) Examination of 95th Avenue Property. The City acknowledges that it has had the right to survey and examine and conduct a feasibility analysis of the 95th Avenue Property and any improvements thereon, and acknowledges that the City is satisfied with its feasibility analysis of the 95th Avenue Property, and hereby waives any right to terminate or rescind this Agreement based on the City's feasibility analysis of the 95th Avenue Property.

7. Closing; Conveyances. At Closing, the City shall deliver the City Deed (as hereinafter defined) and all funds required to be paid by the City pursuant to this Agreement to Escrow Agent, and Farm 101 shall deliver the Farm 101 (as hereinafter defined) and all funds required to be paid by Farm 101 pursuant to this Agreement to Escrow Agent. Escrow Agent and the Parties shall close the transaction contemplated by this Agreement upon: (i) Escrow Agent's receipt all funds required to be paid by the Parties, (ii) Escrow Agent's receipt of the City Deed duly executed and acknowledged by the City, (iii) Escrow Agent's receipt of the Farm 101 Deed duly executed and acknowledged by Farm 101, and (iv) the satisfaction of each Party's express conditions closing set forth herein. The Properties shall be conveyed in pursuant to and subject to the following (as applicable):

(a) City Deed. The PS Development Property, including any and all rights, easements and privileges appurtenant thereto, shall be conveyed to Farm 101, upon Close of Escrow, by special warranty deed (the "City Deed") in the form of Exhibit "C" attached hereto and incorporated herein by reference, and any other instruments of assignment or transfer that may be necessary or appropriate, free and clear of all liens, restrictions, reservations, encumbrances and exceptions to title whatsoever, except only those matters that have been previously approved by Farm 101 pursuant to Section 5(a). Said City Deed, duly executed by the City and appropriately acknowledged, shall be deposited with Escrow Agent (together with the Affidavit of Value required by Arizona law) on or before the date on which Escrow is to close, with said City Deed to be recorded upon the fulfillment of Farm 101's obligations under this Agreement. The PS Development Property shall be conveyed "AS IS" and "WHERE IS," with no express or implied warranties or representations whatsoever, except as contained in this Agreement and in the City Deed.

(b) Farm 101 Deed. The 95th Avenue Property, including any and all rights, easements and privileges appurtenant thereto, shall be conveyed to the City, upon Close of Escrow, by special warranty deed (the "Farm 101 Deed") in the form of Exhibit "D" attached hereto and incorporated herein by reference, and any other instruments of assignment or transfer that may be necessary or appropriate, free and clear of all liens, restrictions, reservations, encumbrances and exceptions to title whatsoever, except only those matters that have been previously approved by the City pursuant to Section 6(a). Said Farm 101 Deed, duly executed by Farm 101 and appropriately acknowledged, shall be deposited with Escrow Agent (together with the Affidavit of Value required by Arizona law) on or before the date on which Escrow is to close, with said Farm 101 Deed to be recorded upon the fulfillment of the City's obligations under this Agreement. The 95th Avenue Property shall be conveyed "AS IS" and "WHERE IS," with no express or implied warranties or representations whatsoever, except as contained in this Agreement and in the Farm 101 Deed.

8. Non-Performance. In the event of a default by a Party under this Agreement, including the failure of any of the representations, warranties or covenants of such Party described herein, the non-defaulting Party as its sole remedy may (i) waive such default and Close Escrow, or (ii) institute an action for specific performance. Each Party hereby acknowledges that its Property is unique and that, accordingly, it would be equitable for any court of competent jurisdiction to order the specific performance by such Party of such Party's obligations hereunder.

9. Reserved.

10. City's Representations, Warranties and Additional Covenants. The City hereby represents, warrants and covenants (with the understanding that Farm 101 is relying on said representations, warranties and covenants) that:

(a) There are no claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of the City, threatened by any person or entity that may materially and adversely affect the PS Development Property.

(b) The City shall not sell, convey, assign, lease or otherwise transfer all or any part of the PS Development Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the PS Development Property from the date hereof until Close of Escrow and recordation of the City Deed.

(c) During the course of Escrow, the City shall maintain the PS Development Property at least as good a state of repair as of the date hereof.

(d) Except as may be disclosed by the PS Development Title Report, there exist no adverse claims by any person or entity (including but not limited to adjoining property owners) and no encroachments with respect to the PS Development Property.

(e) The City has full power and authority to enter into and perform this Agreement in accordance with its terms, and has complied with the provisions of A.R.S. § 9-407 and A.R.S. § 39-204.

(f) The individual executing this Agreement on behalf of the City is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon the City in accordance with its terms.

(g) To the City's knowledge, and except as may be disclosed by any environmental report for the PS Development Property provided to or obtained by Farm 101, there does not exist, and the City itself has not caused any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the PS Development Property of (i) any toxic or hazardous substance or "pollutant" (as that term is defined in A.R.S. §49-201(23)) subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), 42 U.S.C. §6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300h, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Arizona Environmental Quality Act, A.R.S. §49-201, et seq.; the Arizona "State Superfund" provisions, A.R.S. §49-281, et seq.; the Arizona Solid Waste Management provisions, A.R.S. §49-701, et seq.; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, et seq.; and the Arizona Underground Storage Tank provisions, A.R.S. §49-1001, et seq., or any other applicable State or Federal environmental protection law or regulation; or (ii) any product, material or substance existing or used in any manner inconsistent with the regulations issued by or so as to require a permit or approval from the Arizona Department of Health Services pursuant to the Maricopa County Health Code. To the City's knowledge, and except as may be disclosed any other environmental or other report provided to or obtained by Farm 101, no storage tanks (either above or below the ground) or septic tanks exist or have existed on the PS Development Property.

(h) The City has no knowledge of any Native American site located on the Property, whether such site is publicly known or not, including but not limited to sites that are or

may be subject to laws or regulations imposing limitations on the disclosure of information regarding such sites.

(i) The City shall timely satisfy, discharge or bond over any and all obligations relating to work performed on or conducted at the PS Development Property or materials delivered to the PS Development Property in order to prevent the filing before or after Close of Escrow of any claim or mechanic's lien with respect thereto.

The foregoing representations, warranties and covenants shall be true as of the date hereof and, except as expressly set forth herein, for one (1) year following Close of Escrow. The phrases "to the City's knowledge", "the knowledge of the City" or words of similar import shall mean the actual knowledge of the most knowledge City staff member as it pertains to the PS Development Property, without any duty of inquiry, investigation or verification.

11. Farm 101's Representations, Warranties and Additional Covenants. Farm 101 hereby represents, warrants and covenants (with the understanding that the City is relying on said representations, warranties and covenants) that:

(a) There are no claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of Farm 101, threatened by any person or entity that may materially and adversely affect the 95th Avenue Property.

(b) Farm 101 shall not sell, convey, assign, lease or otherwise transfer all or any part of the 95th Avenue Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the 95th Avenue Property from the date hereof until Close of Escrow and recordation of the Farm 101 Deed.

(c) During the course of Escrow, Farm 101 shall maintain the 95th Avenue Property at least as good a state of repair as of the date hereof.

(d) To the knowledge of Farm 101, and except as may be disclosed by the 95th Avenue Title Report, there exist no adverse claims by any person or entity (including but not limited to adjoining property owners) and no encroachments with respect to the 95th Avenue Property.

(e) Farm 101 has full power and authority to enter into and perform this Agreement in accordance with its terms.

(f) The individual executing this Agreement on behalf of Farm 101 is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon Farm 101 in accordance with its terms.

(g) To Farm 101's knowledge, and except as may be disclosed by any other environmental report for the 95th Avenue Property provided to or obtained by the City, there does not exist, and Farm 101 itself has not caused any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the 95th Avenue Property of (i) any toxic or hazardous substance or "pollutant" (as that term is defined in A.R.S. §49-201(23)) subject to regulation under the Resource Conservation and

Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), 42 U.S.C. §6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300h, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Arizona Environmental Quality Act, A.R.S. §49-201, et seq.; the Arizona "State Superfund" provisions, A.R.S. §49-281, et seq.; the Arizona Solid Waste Management provisions, A.R.S. §49-701, et seq.; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, et seq.; and the Arizona Underground Storage Tank provisions, A.R.S. §49-1001, et seq., or any other applicable State or Federal environmental protection law or regulation; or (ii) any product, material or substance existing or used in any manner inconsistent with the regulations issued by or so as to require a permit or approval from the Arizona Department of Health Services pursuant to the Maricopa County Health Code. To Farm 101's knowledge, and except as may be disclosed in any other environmental or other report provided to or obtained by the City, no storage tanks (either above or below the ground) or septic tanks exist or have existed on the 95th Avenue Property.

(h) Farm 101 has no knowledge of any Native American site located on the Property, whether such site is publicly known or not, including but not limited to sites that are or may be subject to laws or regulations imposing limitations on the disclosure of information regarding such sites.

(i) Farm 101 shall timely satisfy, discharge or bond over any and all obligations relating to work performed on or conducted at the 95th Avenue Property or materials delivered to the 95th Avenue Property in order to prevent the filing before or after Close of Escrow of any claim or mechanic's lien with respect thereto.

The foregoing representations, warranties and covenants shall be true as of the date hereof and, except as expressly set forth herein, for one (1) year following Close of Escrow. The phrases "to Farm 101's knowledge", "the knowledge of Farm 101" or words of similar import shall mean the actual knowledge of Timothy Bidwill, without any duty of inquiry, investigation or verification.

12. Closing Conditions. Each of the Parties is bound by the following Closing conditions:

(a) Farm 101 Conditions. The obligation of Farm 101 to consummate and close the transaction contemplated by this Agreement is subject to the conditions (which may be waived in writing by Farm 101 in its sole discretion) that (i) the City is not in default of this Agreement, (ii) the Subdivision has been completed, and (iii) that all of the City's representations and warranties are true and correct as of the date of Closing. If any of the foregoing conditions is not satisfied or waived in writing by Farm 101 due to any reason other than a breach or default hereunder by Farm 101, the Closing shall be extended in order to allow the City to satisfy each of the foregoing conditions.

(b) City Conditions. The obligation of the City to consummate and close the transaction contemplated by this Agreement is subject to the conditions (which may be waived in writing by the City in its sole discretion) that (i) Farm 101 is not in default of this Agreement, and (ii) that all of Farm 101's representations and warranties are true and correct as of the date of Closing. If any of the foregoing conditions is not satisfied or waived in writing by the City due to any reason other than a breach or default hereunder by the City, the Closing shall be extended in order to allow Farm 101 to satisfy each of the foregoing conditions.

13. Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or two (2) business days after being deposited in the U. S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service, addressed as follows:

To Farm 101:	Farm 101 LLC 8701 South Hardy Drive Tempe, AZ 85284 Attn: David M. Koeninger, General Counsel
To the City:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Manager
With a copy to:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Attorney
To Escrow Agent:	First American Title Insurance Company 2425 East Camelback Road, Suite 300 Phoenix, AZ 85016 Attn: Kristin Brown

or at any other address designated by Farm 101, the City or Escrow Agent, in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only and notices shall not be effective if provided orally or if sent only by e-mail.

14. Brokers. No real estate commissions are payable in connection with this transaction. Farm 101 and the City mutually agree to indemnify, defend and hold harmless the other of, from and against any real estate commission that may be asserted to be payable as a result of any action or inaction of Farm 101 or the City respectively.

15. Time of the Essence. Time is of the essence of this Agreement, and Farm 101 and the City hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

16. Severability. If any portion, part, term, or provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect the other portions, parts, terms, or provisions, or applications of this Agreement that can be given effect without the invalid portions, parts, terms, provisions, or applications, and also shall not affect the Settlement Agreement any of the other agreements entered into in connection with the Settlement Agreement; and, to this end, the provisions of this Agreement and the other agreements referenced in this Section are declared to be severable.

17. Waiver. The waiver by either Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. Legal Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover, in addition to all other remedies it may have, its attorneys' fees and other reasonable costs and expenses incurred in such litigation.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party hereto that is not contained herein shall be binding or valid.

20. Amendments. This Agreement may be amended only by written document signed by each of the Parties hereto.

21. Further Performance. Each Party shall, whenever and as often as it shall be requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

22. Counterparts. This Agreement shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

23. Assignment. Neither Party shall assign any of its rights or obligations under this Agreement; provided, that upon written notice by Farm 101 to the City at least three (3) business days prior to the Close of Escrow, Farm 101 may assign all of its rights and obligations under this Agreement to an assignee controlled by, controlling or under common control with Farm 101, but such assignment shall not relieve Farm 101 of liability for its obligations hereunder.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

25. Governing Law; Forum. This Agreement is made in, and is to be construed according to the laws of, the State of Arizona, without regard to the conflicts of law or choice of law doctrines of the State of Arizona or any other jurisdiction. If any lawsuit, claim, cause, charge, or action is brought arising out of or relating to this Agreement, it shall be brought in Maricopa County Superior Court.

26. Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular Section to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and neither for nor against either Party hereto. Wherever the term "including" is used in this Agreement, the term shall mean "including, without limitation."

27. Survival. The representations, warranties and covenants set forth herein shall survive the close of the Escrow and the recordation of the Farm 101 Deed and the City Deed (collectively, the "Deeds").

28. Subsequent Acts. The terms and provisions of this Agreement shall not merge with, be extinguished by or otherwise be affected by any subsequent conveyance or instrument by or between the Parties hereto unless such instrument shall specifically so state and be signed by the Parties hereto.

29. Risk of Loss. The risk of any loss or destruction of all or any part of a Party's Property prior to Close of Escrow is upon that Party. If, prior to Close of Escrow, the Property is partially damaged or destroyed as a result of flood, fire or other casualty, including a taking by eminent domain or as a result of an eminent domain action threatened by any governmental entity, the other Party shall accept an assignment at Close of Escrow of all proceeds of insurance from insurance policies or amounts due from any governmental entity covering the damage or destruction of the Property or the taking thereof, the Party that is the former owner then being obligated to assist the Party that is the new owner in collecting said proceeds.

30. Non-Foreign Person. Each Party represents and warrants to the other Party that it is not a "foreign person," as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Prior to Close of Escrow, each Party shall furnish to Escrow Agent such Party's United States taxpayer identification number and such affidavit and other information as Escrow Agent may determine to be necessary or reasonable under Section 1445(b)(2) of the Code, or otherwise, to confirm that such Party is not a "disregarded entity," and to assure that the other Party shall not be subject to United States federal income tax withholding liability under Section 1445 of the Code.

31. Tax Reporting. Escrow Agent, as the Party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary

information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold the Parties and their respective attorneys and brokers, harmless for, from and against all claims costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Tax Reports which Escrow Agent is required to file pursuant to this Section.

32. A.R.S. §38-511. The Parties acknowledge and agree that they have been notified of the provisions contained in A.R.S. §38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

33. Recitals. The recitals set forth above are incorporated into this Agreement and are made a part of this Agreement by reference.

34. Fully Informed Parties. Each Party has been represented in the negotiations for and the preparation of this Agreement by counsel of its respective choosing; has reviewed and understands the provisions of this Agreement; has had this Agreement fully explained to them by its counsel; and is fully aware of and understand this Agreement's contents and its legal effect and consequences.

35. Additional Escrow Instructions.

(a) Escrow Agent is authorized to take all appropriate action necessary to comply with this Agreement.

(b) All money payable shall be paid to Escrow Agent, unless otherwise specified. Disbursement of any funds may be made by check of Escrow Agent. Unless otherwise specified, all funds received by Escrow Agent shall be deposited by Escrow Agent in any State or National Bank (FDIC insured), or as otherwise directed in writing by the City and Farm 101. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft and no check or draft shall be payment to Escrow Agent in compliance with any of the requirements hereof until it is advised by the bank in which it is deposited that such check or draft has been honored.

(c) Farm 101 and the City shall deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of this Agreement.

(d) When this Agreement and all title requirements have been complied with (including without limitation all conditions set forth in any closing instructions agreed to by Escrow Agent), Escrow Agent shall deliver, file or record in the appropriate public office all necessary documents, disburse all funds and instruct the title company to issue the appropriate title insurance policy(ies).

(e) Escrow Agent may at its election, in the event of any conflicting demands made upon it concerning this Agreement, hold any money and documents deposited hereunder until it receives mutual instructions by all Parties or until a civil action shall have been concluded in a court of competent jurisdiction, determining the rights of the Parties. In the alternative,

Escrow Agent may at any time, at its discretion, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction.

IN WITNESS WHEREOF, Farm 101 and the City have executed this Agreement as of the Effective Date.

[Signatures of Parties are on next page]

FARM 101:

FARM 101 LLC, a Delaware limited liability company

By _____
Name _____
Its _____

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

By _____
Name _____
Its _____

ATTEST:

City Clerk

Approved as to form

City Attorney

First American Title Insurance Company hereby acknowledges receipt of the foregoing instructions and agrees to act as Escrow Agent in accordance with the terms and conditions thereof. By its execution below, Escrow Agent confirms that the Opening of Escrow is _____, 2016.

Dated: _____

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT "A"

95th Avenue Property

PARCEL B OF THAT CERTAIN MINOR LAND DIVISION FOR BETHANY LAND PARTNERS LLC RECORDED IN BOOK 989 OF MAPS, PAGE 24 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDED AS DOCUMENT 2008-458532 OF OFFICIAL RECORDS.

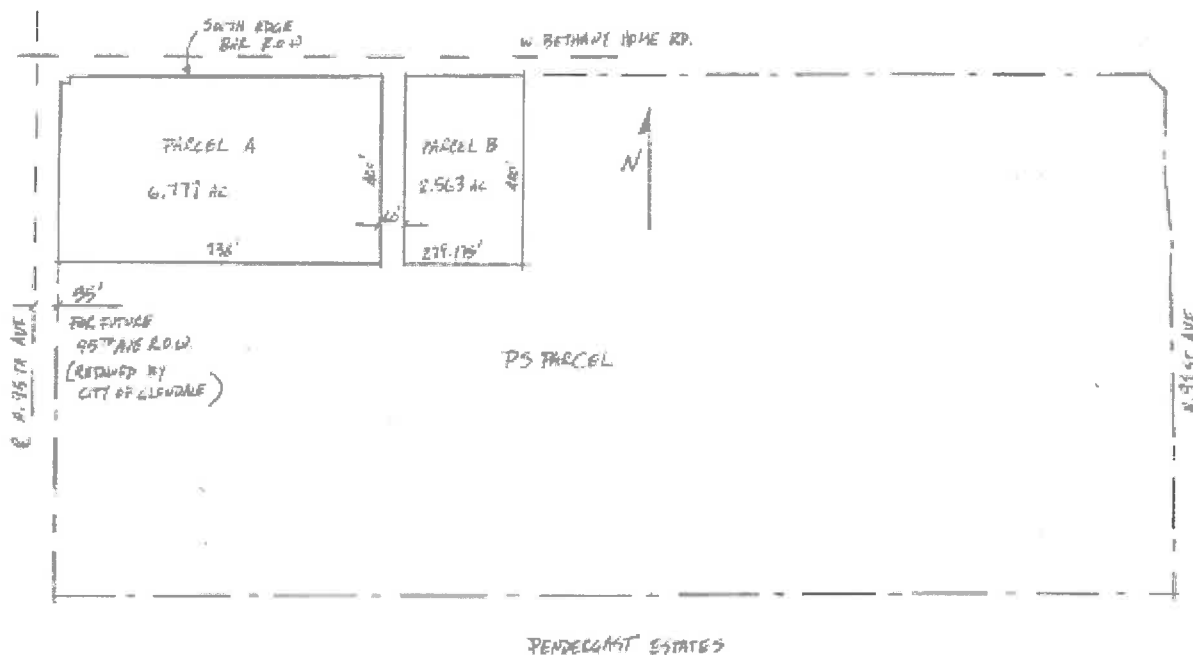
Less and except the following described real property:

THE EAST 20 FEET OF PARCEL B OF THAT CERTAIN MINOR LAND DIVISION FOR BETHANY LAND PARTNERS LLC RECORDED IN BOOK 989 OF MAPS, PAGE 24 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDED AS DOCUMENT 2008-458532 OF OFFICIAL RECORDS, AS CONVEYED TO THE UNITED STATES, U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, PURSUANT TO THAT CERTAIN GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 20160138367 IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER.

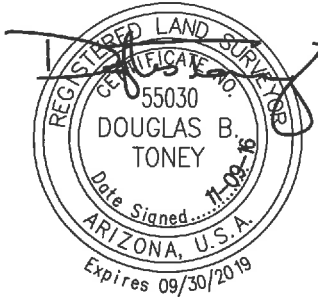
EXHIBIT "B"

PS Development Property

Depiction of PS Development Property:



The legal description of the PS Development Property to be attached.



November 9, 2016
PROJECT # 9656-01-007

LEGAL DESCRIPTION PS DEVELOPMENT PARCEL A

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16, BEING A CALCULATED POSITION DETERMINED FROM REFERENCE POINTS ACCORDING TO BOOK 699 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 16, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°44'53" EAST, A DISTANCE OF 2646.39 FEET;

THENCE SOUTH 00°38'45" WEST ALONG THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 16, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BETHANY HOME ROAD, ACCORDING TO DOCUMENT NO. 2005-1626085, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.01 FEET TO THE EAST LINE OF THE WEST 60 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 16, SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.61 FEET;

THENCE NORTH 00°32'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 7.00 FEET;

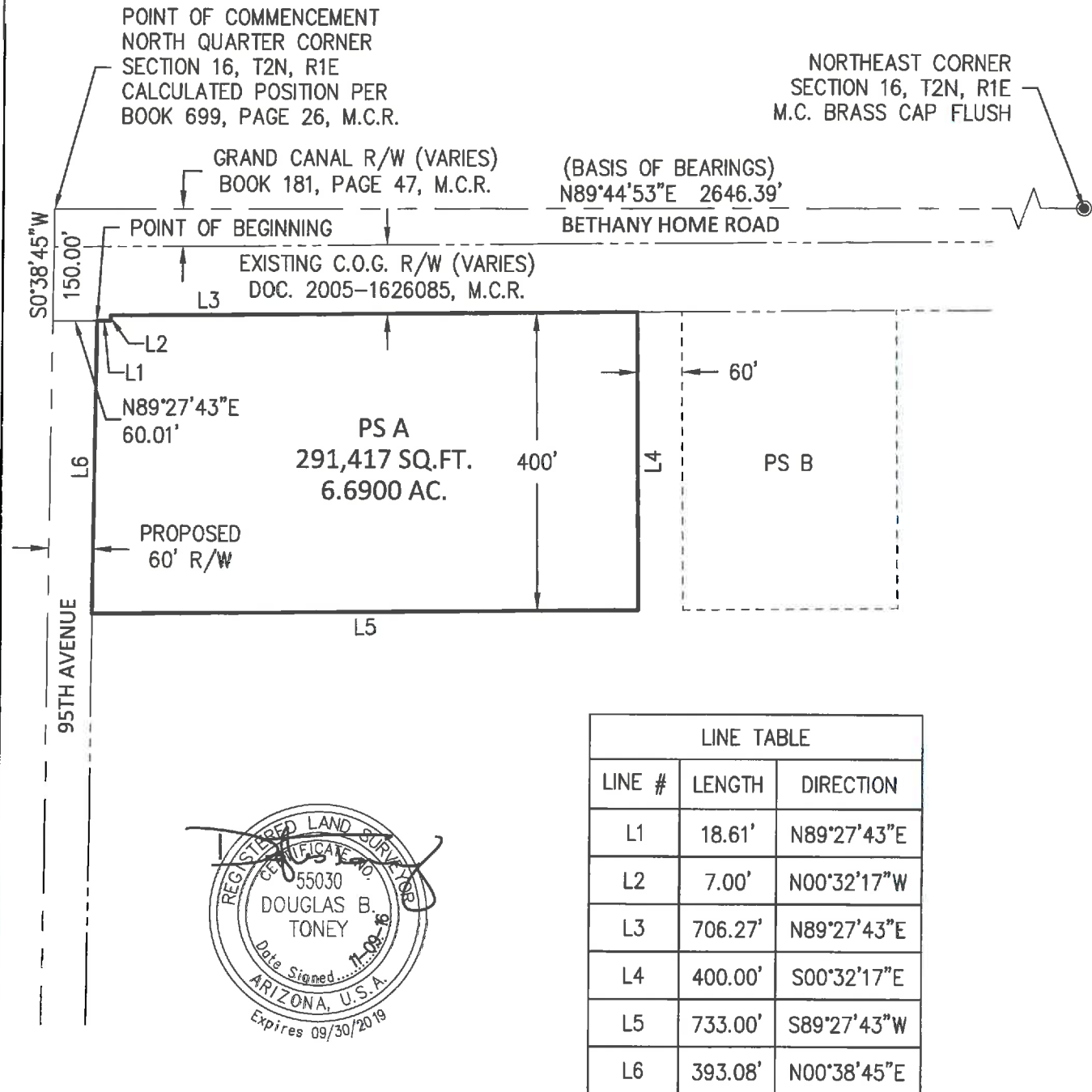
THENCE NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 706.27 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°32'17" EAST, A DISTANCE OF 400.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 400 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°27'43" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 733.00 FEET TO A POINT ON THE SAID EAST LINE OF THE WEST 60 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 16;

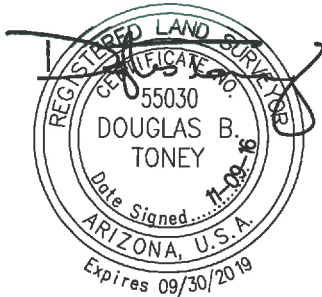
THENCE NORTH 00°38'45" EAST ALONG SAID EAST LINE, A DISTANCE OF 393.08 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 291,417 SQ.FT. OR 6.6900 ACRES, MORE OR LESS.



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.





November 9, 2016
PROJECT # 9656-01-007

**LEGAL DESCRIPTION
PS DEVELOPMENT PARCEL B**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16, BEING A CALCULATED POSITION DETERMINED FROM REFERENCE POINTS ACCORDING TO BOOK 699 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 16, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°44'53" EAST, A DISTANCE OF 2646.39 FEET;

THENCE SOUTH 00°38'45" WEST ALONG THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 16, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BETHANY HOME ROAD, ACCORDING TO DOCUMENT NO. 2005-1626085, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.01 FEET TO THE EAST LINE OF THE WEST 60 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 16;

THENCE CONTINUING NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.61 FEET;

THENCE NORTH 00°32'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 7.00 FEET;

THENCE NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 766.27 FEET TO THE **POINT OF BEGINNING**;

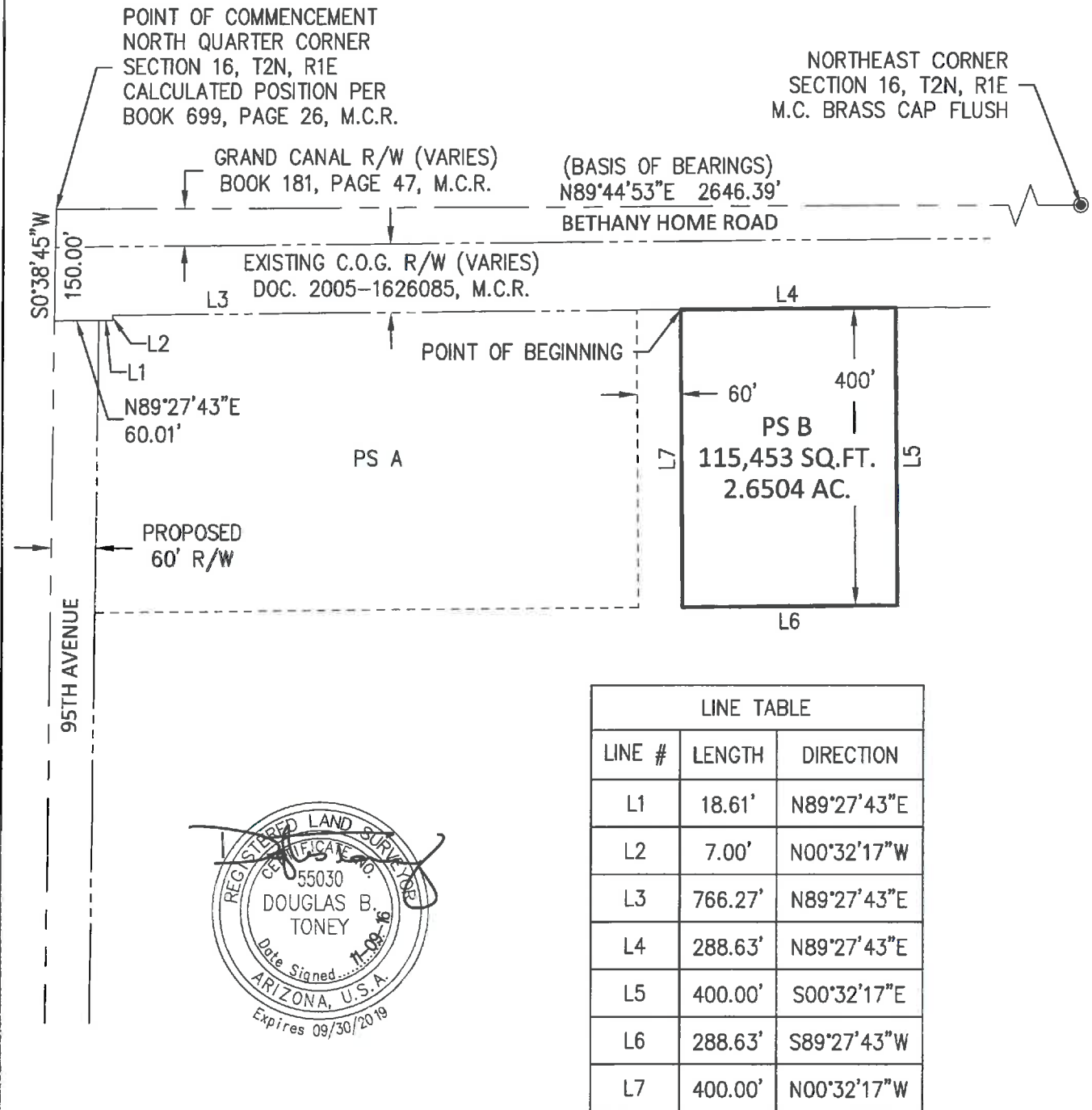
THENCE CONTINUING NORTH 89°27'43" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 288.63 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°32'17" EAST, A DISTANCE OF 400.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 400 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°27'43" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 288.63 FEET;

THENCE NORTH 00°32'17" WEST, A DISTANCE OF 400.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 115,453 SQ.FT. OR 2.6504 ACRES, MORE OR LESS.



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.



EXHIBIT "C"

When Recorded Return to:

Farm 101 LLC
8701 South Hardy Drive
Tempe, AZ 85284
Attn: General Counsel

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00), and other valuable consideration, CITY OF GLENDALE, an Arizona municipal corporation ("Grantor"), hereby conveys to FARM 101 LLC, a Delaware limited liability company ("Grantee"), the real property ("Property") situated in Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto.

SUBJECT to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and to all matters which an accurate survey or visual inspection of the Property would disclose.

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 to the matters above set forth.

Dated this ____ day of _____, 201__.

CITY OF GLENDALE, an Arizona municipal
corporation

By _____
Its _____

ATTEST:

City Clerk

Approved as to form

City Attorney

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of CITY OF GLENDALE, an Arizona municipal corporation, on behalf of the municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "D"

When Recorded Return to:

City of Glendale
5840 W. Glendale Ave.
Glendale, AZ 85301
Attn: City Manager

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00), and other valuable consideration, FARM 101 LLC, a Delaware limited liability company ("Grantor"), hereby conveys to CITY OF GLENDALE, an Arizona municipal corporation ("Grantee"), the real property ("Property") situated in Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto.

SUBJECT to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and to all matters which an accurate survey or visual inspection of the Property would disclose.

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 to the matters above set forth.

Dated this _____ day of _____, 201__.

FARM 101 LLC, a Delaware limited liability
company

By _____
Name _____
Its _____

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of FARM 101 LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:
