

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Second Amendment”) is made and entered into as of January \_\_\_\_, 2019, by and between Tucson Unified School District Number One, an Arizona public school district (“Seller”), and Pepper Viner Investment Company II, LLC, an Arizona limited liability company (“Purchaser”).

WHEREAS, Seller and Purchaser made and entered into that certain Purchase and Sale Agreement effective as of August 6, 2018 (the “Agreement”), as amended, with respect to that approximate 6.9 acres of real property known as the former Corbett Elementary School, 5949 E. 29<sup>th</sup> Street, Tucson, Arizona; and

WHEREAS, Seller and Purchaser desire to amend certain terms of the Agreement and acknowledge that capitalized terms used herein shall have the same meaning as defined in the Agreement, unless otherwise specified herein;

NOW, THEREFORE, in consideration of the mutual promises of each, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree to modify and amend the Purchase and Sale Agreement as follows:

1. Sub-Article 1.1 (c) shall be deleted in its entirety and shall hereinafter read:

“Purchase Price & Terms: The total purchase price for the Property (as defined in Section 1.2 below) is Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) (the “**Purchase Price**”), subject to credits and adjustments as provided below, and payable to Seller in cash or currently available funds as follows:

2. Sub-Article 1.1 (c) (i), (ii) and (iii) shall remain un-amended.

3. Purchaser, pursuant to Sub-Article 1.1(l), hereby assigns to Pepper Viner at Corbett Elementary, LLC, an Arizona limited liability company, all its right, title and interest in the Agreement as Purchaser, subject to the terms and conditions of Section 1.1(l) of the Agreement. Pepper Viner at Corbett, LLC, hereby assumes all obligations under the Agreement and Pepper Viner Investment Company II, LLC is relieved of any and all obligations under the Agreement only upon the Closing of the transaction contemplated in the Agreement. Pepper Viner Investment Company II, LLC and Pepper Viner at Corbett, LLC affirm that Pepper Viner at Corbett, LLC meets the requirements for an assignee pursuant to Section 1.1(l) of the Agreement.

4. By executing this Second Amendment, Purchaser and Seller hereby ratify and affirm the Agreement and acknowledge and agree that, except as expressly amended hereby, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect. The terms of this Second Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Second Amendment.

5. This Second Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. The use of facsimile or electronic mail signatures in place of original signatures on this Second Amendment is expressly allowed. Seller and Purchaser intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

SELLER:

TUCSON UNIFIED SCHOOL DISTRICT  
NUMBER ONE, an Arizona public school  
district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PURCHASER:

PEPPER VINER INVESTMENT  
COMPANY II, LLC, an Arizona limited  
liability company

By: \_\_\_\_\_

Name: William Viner

Title: Manager

PEPPER VINER AT CORBETT, LLC, an  
Arizona limited liability company

By: \_\_\_\_\_

Name: William Viner

Title: CEO of Manager