



NURTURE



While diversified programming access and collaboration are effective tools to combat a lack of participation by fiscally challenged families, the emotional needs of children and their family require equal focus. Mosaic Quarter contributes to this need through nurture – supporting children throughout the athletic experience.

Too often, athletic foundation grants are single-year sources. They're continually subject to the decision-making of nonprofit administrative teams. In this grant structure, children are prone to support termination after the excitement of being included takes hold. This mixes deflation with frustration. Deflation, on the part of the child, because they are no longer afforded programming access. Frustration, on the part of the parents because support termination only exacerbates the challenges for a family that needed participation assistance in the first place.

Mosaic Foundation grants are three-year program commitments. Grants include all team fees, equipment, uniforms, travel costs – all the financial aspects of participation. More importantly, once supported, always supported. Unless a child and their family decline further support, Mosaic

Foundation stands with them until adulthood.

The nurturing component of Mosaic Foundation isn't limited to continual program access. It includes something that every child may decide at some point – that they want to change sports. As a full-service organization devoted to child sport and activity engagement, Mosaic Quarter is required to match the flexibility of a child's desires. As their athletic interests change, Mosaic Foundation grants move between any Mosaic Quarter athletic program.

 **\$1.5 M**

Annual Grant Budget for Mosaic Quarter Programming



EMPOWER



Through diversity, collaboration and nurture, Mosaic Foundation empowers the community.

Through the development of transferable life skills – competition, risk taking, conflict resolution, communication, empathy, leadership and acceptance – Mosaic Foundation empowers children.

By providing equality of accessibility and opportunity regardless of economic, social, cultural, race, ethnicity, gender or differing abilities, Mosaic Foundation empowers communities.

As a result of enrollment expansion while simultaneously diversifying socioeconomic participation, Mosaic Foundation empowers local athletic, educational, visual arts and performing arts programming.

By enabling the expansion of their scope, reach and impact, Mosaic Foundation empowers nonprofit organizations in the realization of their mission.

In its athletics partnership with Mosaic Quarter, Mosaic Foundation will provide opportunities to over 8,600 local children annually – empowering families to experience what was thought to be out of reach.

ANNUAL CHILD PARTICIPATION SUPPORT

 SKATING & HOCKEY INSTRUCTION	210	 HEALTH, WELLNESS & MARTIAL ARTS	350
 ICE SPORTS RECREATION	3,880	 ADAPTIVE SPORTS	350
 FIELD HOUSE REC LEAGUES	1,960	 ENTERTAINMENT	2,000

COMMUNITY PARTNERSHIPS



SKATE WITH US!

Mosaic Quarter's relationship with University of Arizona at MQ Iceplex doesn't end with games and practices. It extends to a unique partnership with Mosaic Foundation. As a part of Mosaic Foundation's goal to break down all barrier to youth sports participation in Pima County, a special collaboration between Mosaic Quarter, Mosaic Foundation and the men's and women's teams of Arizona Wildcat Hockey will greatly impact the broader community – Skate with Us!

Within this program, Mosaic Foundation will fund "field trips" for children of underserved communities to spend time skating with UArizona men's and women's team hockey players and coaches. When a young child skates with an older hockey player, something special occurs. To see those little eyes dancing with excitement as what, to them, is a gentle giant leading them across the ice – it's nothing less than magical.

Skate with Us! events enable Mosaic Foundation to identify children who, for a myriad of reasons, have been prevented from engaging in organized hockey or recreational skating programs. In other geographic areas, we have found that without committed guidance and opportunity, grant-eligible children desirous of participating in athletics may never find their way to an activity. As a result, they completely miss valuable moments of personal discovery. This is primarily due to the lack of coordination specifically targeting and recruiting children from underserved communities. Mosaic Quarter and Mosaic Foundation seek to circumvent and avoid that obstacle. Skate with Us! events are designed to increase the odds of every child finding their athletic home at Mosaic Quarter.

Mosaic Quarter and Mosaic Foundation are profoundly grateful to UArizona, Campus Recreation Director Troy Vaughn, Men's Hockey Coach Chad Berman, Women's Hockey Coach Caitlin Hogan and the men and women players of Wildcat Hockey for their support of Skate with Us! As a collective, we know that Skate with Us! will impact the lives of thousands of Pima County youth.



PLAY WITH US!

Under the Play with Us! campaign, Mosaic Quarter makes a donation to the Mosaic Foundation every time a youth or adult athlete comes to practice or plays a game/match at MQ Iceplex, MQ Field House, MQ Sportsplex or MQ Stadium. Play with Us! blends two concepts – a community of athletes helping one another and Mosaic Quarter giving back to the community in a manner that reflects gratitude for its success.



TRAIN WITH US!

In tandem with developing our business partnership at MQ Stadium, Jet Sports and Mosaic Quarter have a mutual interest in assisting youth seeking fitness alternatives to organized sport. We jointly endeavored to create a program that would blend the attributes of Mosaic Quarter and Jet Sports, but that would likewise utilize Mosaic Foundation to financially buttress opportunities for underserved children. As a result, the Train with Us! program was born.

Train with Us! adds a new dimension to Mosaic Foundation's support of youth athletics. Within its other programs and funding initiatives, Mosaic Foundation has focused on enabling participation in team sports. Train with Us!, however, seeks to address, through noncompetitive fitness programs, a more widely dispersed problem – low youth fitness and activity engagement. While pervasive among 6 to 17-year-olds, fitness engagement presents a more pronounced challenge in underserved communities. Quite simply, the costs associated with recreational and travel team sports are prohibitive. Compounding the issue across socioeconomic demographics is the fact that not every child wants to participate in organized sports. We have sought, from inception, to address this multifaceted dilemma for the benefit of Tucson's underserved youth. Our relationship with Jet Sports and Bobby Rodriguez were the solution.

It was clear that the fundamental design of, and benefits associated with Jet Sports' training programs addressed fitness engagement, but we saw how they could likewise prove to be the foundation on which a community-wide fitness and activity engagement program could be built. Jet Sports focuses on far more than merely preparing athletes for a specific sport. Their programs are accessible, require no family-purchased equipment, are uniquely designed for children of varied ages, instill self-confidence, promote positive body image and enable meaningful social engagement.

Train with Us! will provide participation opportunities in all Jet Sports youth programming. As with every Mosaic Foundation campaign, foundation-supported children are not isolated into their own program, creating participation diversity that benefits families of every background. With the added assistance of the Pima County Health Department and the breadth of its service reach throughout the community, Train with Us! will benefit from broad-based distribution and the opportunity available for families regardless of economic status.



DINK WITH US!

Dink With Us! is a collaboration between Mosaic Quarter, Mosaic Foundation, Tucson Area Pickleball and All In Youth Pickleball. The campaign is designed to foster the growth of pickleball and expand its accessibility among underserved communities within Pima County. Dink With Us! will provide equipment, lessons, clinics and court time support for underserved youth, bringing not only opportunities to play, but the health benefits associated with pickleball and the well-known social benefits inherent to the pickleball community.



ROMP WITH US!

Romp with Us! is a fitness engagement program specifically designed for elementary-aged students whose families desire an alternative or supplementary activity set to organized sports. Each segment of Romp with Us! will be designed by students from Pima Community College under the mentorship of professors and administration. Participating students will lead and teach each Romp with Us! session under a workforce training program developed by Mosaic Quarter in conjunction Pima Community College – providing university or college credits where eligible and affording an additional wage-earning opportunity where permissible. Teaching students will be assisted by interns from Pima JTED under an adjunct workforce training program developed by Mosaic Quarter and Pima JTED.

To provide the entire community with access to Romp with Us! programs, Mosaic Foundation is working with local nonprofit groups to jointly provide funding for underserved children and their families. To broadly distribute program and accessibility information throughout the underserved community, Mosaic Quarter is working with the Pima County Health Department to reach families across its varied lines of service.



RESPOND WITH US!

Respond with Us! is a collaboration between Mosaic Quarter, Mosaic Foundation and TMC Health honoring the service of first responders (police, fire, emergency medical technicians and nursing professionals) that respond to our families every day.

In their jobs, first responders encounter situations from the mundane to the tragic, providing care, grace and strength to others. Too often, however, first responders are the unwitting victims of post-traumatic stress disorder, in mild to debilitating forms. Physical activity has been shown to reduce symptoms of post-traumatic stress disorder in patients with subsyndromal symptoms and those resistant to standard treatment. Physical activity has also been shown to improve health conditions that may accompany PTSD such as anxiety, depression, sleep disturbances and cardiovascular disease.

Some of the most enjoyable forms of physical activity are those held within a group setting - fitness classes and recreational sports leagues being examples. Within these activities, participation is only a sign-up sheet....and a fee....away. For first responders, however, high wages are not typically the norm. Personal or family budgets are sometimes strained to even focus on children's activities, much less adult recreation.

Respond with Us!, through the generous support of TMC Health, provides all Pima County first responders with a 50% discount on physical training classes, health and wellness programming and house recreational sports leagues offered at MQ Iceplex and MQ Field House.

Mosaic Quarter and Mosaic Foundation likewise stand ready to assist the athletic participation needs of first responder children. Children of first responders will receive discounts and grants on league and team fees, sport-specific equipment and other activity and participation costs that might otherwise make recreational activities out of a family's reach.



CHILDREN'S CLINICS COLLABORATION

Mosaic Quarter and Mosaic Foundation are collaborating with Children's Clinics to develop adaptive MQ Iceplex and MQ Field House programming for the benefit of Children's Clinics' families. In addition to athletic and fitness programs, Mosaic Quarter and Children's Clinics are collaborating on the development of summer camp programming where Mosaic Quarter facilities (MQ Iceplex, MQ Field House, MQ Sportsplex, MQ Stadium and MQ Pavilion) would be host to a variety of adaptive activities for children.



INTERMOUNTAIN CENTERS COLLABORATION

Mosaic Quarter is collaborating with Intermountain Centers to develop athletic and fitness programming for clients in conjunction with Intermountain's Autism / ABA and Specialized Education Services. In addition, Mosaic Quarter and Mosaic Foundation are working with Intermountain to develop methods for foster parents to provide athletic opportunities to children within Intermountain's Foster Care Services.



SOUTHERN ARIZONA ATTRACTIONS ALLIANCE PARTNERSHIP

From inception, Mosaic Quarter has been focused on the creation of opportunities with not only local small businesses, restaurants and retailers, but also Southern Arizona attractions. In order to provide a memorable Tucson experience to Mosaic Quarter's travel guests, and instead of organizing an in-house platform, Mosaic Quarter is partnering with Southern Arizona Attractions Alliance. As part of the partnership, Mosaic Quarter will utilize a customized version of the portal system developed by SAAA to provide travel sports guests with a seamless menu of local attractions, restaurants and retailers to visit during their stay. Even for residents, the Mosaic Quarter – SAAA portal will be an invaluable resource to discover offers, discounts and special attractions. To enhance the guest experience, SAAA will create bespoke tourism packages for Mosaic Quarter guests that rotate per event, time of year and within the seasonal Southern Arizona attractions and event schedule.

In addition to attractions, Mosaic Quarter guests will discover restaurants and retailers and obtain customized discount packages from regional businesses. We believe that our SAAA partnership in combination with Mosaic Quarter's relationships with the Greater Vail Chamber of Commerce, Pima County Attractions & Tourism, Tucson Hispanic Chamber of Commerce, Visit Tucson, the Downtown Partnership, the Metro Chamber of Commerce and the Marana Chamber of Commerce will assist our efforts to drive the community impact of Mosaic Quarter far beyond its borders.



VISIT WITH US!

There's an inefficiency in the travel sports market to exploit in a positive manner for all involved. Anyone can offer "X" number of courts, fields, games, etc. – those don't create an experience, that's WHAT a site offers. That's a finite metric that doesn't move the interest needle. What resonates is the reason WHY someone should make the trip to Mosaic Quarter – the overall family experience. People don't buy what you do, they buy why you do it. As a more infinite-minded business proposition, when the travel sports experience combines the sport with purposeful access and incentives to discover community attractions and businesses, travel sports families perceive value for their time. This leads to greater numbers of participating teams, which leads to satisfied tournament sponsors, which results in repeat business for Mosaic Quarter.

Mosaic Quarter Development wants to make it easy for travel guests to discover all that's unique to Tucson. Even with less than 12% of its annual revenue comprised of travel sports tourism, opportunities to significantly impact businesses within Pima County are available if our operational focus includes expanding the guest experience footprint. Visit With Us! is a collaboration campaign designed to promote and support the diversity and quality of local stores, restaurants and attractions.

Under the Visit with Us! campaign, managers of restaurants, store owners and attractions, can sign up to be a part of a rotating selection of local merchants and unique attractions providing discounts to Mosaic Quarter event participants. As a captive audience for an entire weekend, Mosaic Quarter travel guests will search, as all travel sports families do, for something other than the routine and the mundane that they can always find back home. Visit With Us! makes that discovery process efficient while providing an incentive.

Upon their arrival in Tucson, Mosaic Quarter event participants are provided via the MQ App QR and/or coupons for each weekend's available attractions, retailers and restaurateurs. The MQ App provides access to directions, reservations, transportation options and all other information needed for a guest to discover the experience that awaits.

To participate, local businesses and attractions simply opt to be included with no participation fees. Participating businesses can provide pictures, menus, unique offerings and other information to be included in the MQ App as powered by the Southern Arizona Attractions Alliance customized Mosaic Quarter portal. Mosaic Quarter will collaborate with Visit Tucson, Pima County Attractions and Tourism, the Greater Vail Area Chamber of Commerce, the Tucson Hispanic Chamber of Commerce, the Marana Chamber of Commerce, the Tucson Metro Chamber of Commerce, the Downtown Partnership and other local chambers and restaurant/retail organizations to ensure even distribution of travel guest attention. Visit With Us! promotes the Tucson metropolitan area experience and will drive guest traffic to stores, restaurants and attractions where they might otherwise not be discovered. Visit With Us! extends the community impact of Mosaic Quarter while enhancing the travel sports family experience.



MQ SPORTS MEDICINE SERVICES

Parents of youth athletes are all too familiar with these questions: What do I do if my child is injured during a game? How do I assess the severity of the injury? Does my child require an x-ray or other diagnostic imaging? Where can I find the most accessible and open treatment facility? Should my child continue to play today?

To answer these questions, Mosaic Quarter has formed a sports medicine partnership with TMC Health (TMCH) and Tucson Orthopaedic Institute (Tucson Orthopaedic). As a result, TMCH and Tucson Orthopaedic are the official sports medicine partners of Mosaic Quarter.

As a foundational component of the partnership, TMCH and Tucson Orthopaedic will provide certified athletic trainers for each game and match held at Mosaic Quarter (we refer to this as MQ Sports Medicine Services). When an athlete, youth or adult is injured during play, a certified trainer will be on site to assess and triage the injury, provide guidance to the athlete and/or their family regarding the injury's nature and severity and recommend further action and local treatment locations. Quickly and capably identifying, assessing and commencing treatment of an injury has obvious benefits. The MQ Sports Medicine Services partnership with TMCH and Tucson Orthopaedic, however, is further designed to alleviate the stress that countless families experience as an unavoidable and unfortunate aspect of athletics.

From a business perspective, MQ Sports Medicine Services creates a valuable customer acquisition tool. Considering the typical lack of tournament-provided injury management services, MQ Sports Medicine Services adds to Mosaic Quarter's appeal. It enhances the desirability of MQ Iceplex, MQ Field House, MQ Sportsplex and MQ Stadium as tournament hosting sites, increasing facility usage. MQ Sports Medicine Services also facilitates team recruitment by tournament sponsors, expanding Mosaic Quarter's tourism-originated attendance. This combination produces a tangible boost to Mosaic Quarter's financial performance.

In a similar fashion, MQ Sports Medicine augments Mosaic Quarter's community impact. With additional tournaments and increased participation levels, the effect on regional restaurants, hotels, retailers and small businesses is pronounced.

To provide guidance to Mosaic Quarter's resident and visiting athletes and families, the MQ Sports Medicine partnership with TMCH and Tucson Orthopaedic will be prominently displayed throughout MQ Iceplex, MQ Field House, MQ Sportsplex and MQ Stadium as well as within all of Mosaic Quarter's marketing and informational materials.



THROW WITH US!

The Mosaic Quarter relationship with Higher Ground represents a hybrid of business and philanthropic support. Mosaic Foundation will sponsor the relocation of Higher Ground's renowned judo program, Tucson Dojo, to MQ Field House. With expanded space, scores of underserved children throughout the community will benefit from Tucson Dojo. Mosaic Quarter will assist Higher Ground with an expansion of Tucson Dojo to paying customers, creating a program spanning all socioeconomic groups.



EXPLORE WITH US!

Mosaic Quarter is collaborating with Science of Sport, a local nonprofit organization dedicated to developing curricula and programming that promotes science, technology, engineering and mathematics (STEM). Science of Sport programs are designed to bring STEM concepts to life through hands-on learning by providing sports-based discovery and learning for students, teachers and coaches. Our collaboration with Science of Sport involves Mosaic Foundation's sponsorship of the use of Mosaic Quarter facilities for activities and programming.



JET SPORTS PARTNERSHIP

Mosaic Quarter is fortunate to have partnered with Jet Sports Training to occupy a portion of the MQ Stadium complex. We're thrilled to be the future home of yet another Tucson small business. From the outset, our goal was to make Mosaic Quarter into a new and exciting destination for local families while simultaneously assisting, directly and indirectly, the growth of local businesses. Our partnership with Jet Sports epitomizes our objective.

Jet Sports, operated by Tucson native Bobby Rodriguez, is a recognized leader in the supplemental training of local football and wrestling athletes. Among their clients are local standout athletes that have subsequently received NCAA Division I scholarships, earned All-America honors and won NCAA individual and team championships. In addition to athlete and sport-specific training, Jet Sports has expanded its business to include group training and fitness classes for adults and middle school-aged children. Together with its elite athlete training, Jet Sports had begun to stretch the limits of its current industrial space. In addition to existing space-related programming challenges, Bobby faced the prospect of stymied growth without a more suitable and flexible venue.

As a part of the MQ Stadium complex, Jet Sports will have significant operating and administrative space with access to amenities that will promote and assist its current and future growth. In addition to the Jet Sports Center that will become a core part of the MQ Stadium complex, Jet Sports training programs will include direct access to MQ Stadium's track and field and turf elements. Together with MQ Stadium, Jet Sports will exceed the capabilities of other nationally franchised fitness centers and will have unique training tools directly related to the core sports and activities in which Jet Sports focuses.

In addition to providing space, Mosaic Quarter's partnership with Jet Sports includes a collaboration to mutually expand our respective businesses. Together, we will develop travel tournament offerings in passing football and wrestling. The combination of Jet Sports' experience and relationships, Mosaic Quarter's footprint and indoor facilities and Mosaic Quarter's relationship with Pima County and its adjacent long field Kino South Complex offers an unparalleled opportunity. It enables Mosaic Quarter to expand its travel sports tourism business with an established and experienced operator and brand with access to participant organizations both regionally and nationally. For Jet Sports, the Mosaic Quarter collaboration represents an opportunity to organically grow its business using core competencies and relationships in a manner that would not have been otherwise possible.



JEWISH COMMUNITY CENTER COLLABORATION

Mosaic Quarter is collaborating with the Jewish Community Center in an effort to bolster annual athletics programming as well as recruit a world-wide athletics event. While in the formative stages, our collaboration with the JCC primarily focuses on the ability of both organizations to assist with the expansion of summer day camp and athletics programming offered by the JCC utilizing Mosaic Quarter facilities. In addition, Mosaic Quarter are exploring a collaboration, that would involve other community stakeholders to bring the Maccabiah Games to Tucson following the completion of Mosaic Quarter Phase III.



TUCSON HISPANIC CHAMBER OF COMMERCE PARTNERSHIP

Mosaic Quarter enjoys a mutually beneficial relationship with the Tucson Hispanic Chamber of Commerce, spanning membership, sponsorship, board service, collaboration to best support the Chamber's constituent businesses and discovering innovative ways to introduce the Latinx community to professional paths or an entrepreneurial spirit.

In addition to being a THCC member, our managing director, Business Development & Corporate Relations, Lindsay Welch, serves as a member of the THCC Board of Directors, including past service as its Vice Chair. Since the inception of our THCC relationship, Mosaic Quarter leadership frequently engages with THCC's Chief Executive Officer, Rob Elias, to develop strategies to better incorporate THCC constituents within Mosaic Quarter and drive business from our travel sports and other events to THCC member businesses.

From a collaboration perspective, THCC and Mosaic Quarter have developed a young adult-oriented program to foster entrepreneurial growth in the Hispanic community. To provide exposure to the business world and, specifically, development design and construction, Mosaic Quarter sponsors the attendance of 8 Latinx high school students at the THCC Expo. Our organizations' shared goal is to introduce these students to an aspect of the business world to which they may not have been previously exposed. It is our shared hope that the students' interactions with the many Expo-presenting businesses will drive them to career and life-changing aspirations.

In an effort to extend our efforts beyond the Expo, Mosaic Quarter is designing a program with Chamber leadership to include Latinx students in our development and construction process. Our plan includes, at the outset, the participation of one student per month, as selected by THCC, in our Owner Architect Contractor meetings. These monthly meetings of our entire design and construction teams will provide a unique glimpse into the design, engineering, construction and operational aspects of Mosaic Quarter. Students will gain access to the problem-solving and creativity challenges experienced within large-scale development and construction. Following each meeting, our guest students will accompany Mosaic Quarter leadership and other members of our construction and design teams for the post-meeting site visits where they will tour the construction site and enjoy devoted discussion time with the development team over our traditional post-OAC meeting lunch. Our goal as an organization and professionals is that this experience will lead students to aspire to a career in the development industry, or fan an existing entrepreneurial spark resulting in another successful Pima County business.



MOSAIC QUARTER BOARD OF DIRECTORS SERVICE

Lindsay Welch, Mosaic Quarter's Managing Director of Business Development & Corporate Relations is honored to serve as a member of the Board of Directors of CREW Tucson and the Tucson Hispanic Chamber of Commerce. Ms. Welch is the President Elect of CREW Tucson.



4D PROPERTIES PARTNERSHIP
Mosaic Quarter has entered into an exclusive development coordination agreement with the primary, private adjacent land developer, 4D Properties, concerning its planned commercial development, Campbell Benson, along the north side of Benson Highway between Kino Parkway and Irvington Road. Integral to this agreement is the desire to create a "one site" visual aesthetic, supporting Campbell Benson and contributing to 4D Properties' efforts to revitalize this Benson Highway corridor.

Pursuant to our agreement, Campbell Benson will be developed with an aesthetic unified with that of Mosaic Quarter to enhance the redevelopment of this corridor. Likewise, the agreement ensures that each development's respective commercial, dining and retail components compliment one another, providing additional benefits to the surrounding community. Lastly, the agreement provides for a shared parking arrangements should applicable parking regulations impose additional requirements

on 4D Properties. This provides 4D Properties with development flexibility, ensuring the most beneficial Campbell Benson composition, the overall success of Mosaic Quarter and the redevelopment of this Benson Highway corridor.

Consistent with the goal of having Mosaic Quarter become a catalyst for community impact, the effects associated with our 4D Partners coordination agreement are not limited to the Campbell Benson development. Due to 4D Properties affiliates' significant property holdings, revitalization of the Benson Highway corridor outside of the Campbell Benson development will be extensive. 4D Properties affiliates own a majority of the parcels within the triangle created by Benson Highway, Irvington Road and Campbell Avenue, called the "Benson Highway Triangle." Completion of the Campbell Benson development will initiate a redevelopment of the Benson Highway Triangle, thus further extending the benefits associated with the development of Mosaic Quarter.

The inset of the Mosaic Quarter site plan above reflects the parcels controlled by 4D Properties and its affiliates within the Benson Highway Triangle. The breadth of the Benson Highway Triangle evidences the wide-ranging impact associated with its redevelopment as a result of the development of Mosaic Quarter.



MOSAIC QUARTER BOARD OF DIRECTORS SERVICE

Frank Knott, Mosaic Quarter's Chief Executive Officer is honored to serve as a member of the Board of Directors of the Educational Enrichment Foundation and the Greater Vail Area Chamber of Commerce.



MOSAIC QUARTER PHILANTHROPIC AND SERVICE WORK

Lindsay Welch, Mosaic Quarter's Managing Director of Business Development & Corporate Relations proudly serves as a member of the Angel Charity for Children.



UNIVERSITY OF ARIZONA COLLABORATION

Mosaic Quarter's collaboration with Arizona Hockey goes far deeper than occupying space within MQ Iceplex. In addition to being the home of men's, women's and adaptive hockey, Mosaic Quarter will retain the services of University of Arizona students as game-day, administrative and event relations staff in conjunction with the Department of Campus Recreation. Both men's and women's hockey players will likewise have the opportunity to either volunteer or assume paying positions within the MQ Elite Hockey staff as practice coaches and monitors. Finally, during Campus Recreation non-hockey events hosted at MQ Iceplex, University of Arizona students will be retained to provide student guest services. While these opportunities enhance the footprint of Campus Recreation and the University of Arizona as a whole, additional student employment opportunities are being planned in order to provide an enhanced student life experience within Mosaic Quarter.

WORKFORCE TRAINING

Mosaic Quarter's workforce training initiatives and relationships extend the application of Community, Accessibility, Collaboration. The manifestation of these guideposts began with the creation of the Mosaic Foundation to address participation inequality within team sports. Mosaic Foundation's design ensures that all sports and athletic programs within Mosaic Quarter are accessible to all Pima County children, regardless of circumstance. Our Skate with Us! campaign in collaboration with Wildcat Hockey introduces children to the joys and benefits of ice sports. Our Train with Us! partnership with Jet Sports addresses middle and high school fitness and activity engagement by creating access to programs for interested youth not involved or in team-based activities. The Throw with Us! initiative with Higher Ground seeks to expand its impact on at-risk youth as well as diversifying the Tucson Dojo Judo program's socioeconomic reach. Our Explore with Us! campaign in partnership with Science of Sport utilizes the resources of Mosaic Foundation and Mosaic Quarter athletic facilities to enhance and expand their sports-focused STEM curriculum. In each of these examples, we sought underserved segments of the community that might not otherwise call Mosaic Quarter home.

With the breadth of facilities inherent to a development such as Mosaic Quarter, there are opportunities for non-athletic participation. Workforce training is merely an adjunct method of expanding site-wide community participation. Through design and opportunity, our efforts and partnerships with a varied group of organizations offer more than valuable training opportunities for young adult students; they provide Mosaic Quarter with a localized pipeline of future colleagues to manage our diverse business lines. They provide a growing slate of companies relocating to Pima County and Southern Arizona with a work-experienced population of job-seeking students. They are a piece of what we hope becomes a broad collaborative and multi-participant sphere of support and influence to create the next generation of skilled workers, entrepreneurs and business leaders within Pima County.



STRETCH WITH US!

HEALTH AND WELLNESS WORKFORCE TRAINING

Stretch with Us! is a collaboration between Mosaic Quarter, Youth on Their Own and Wise Owl Wellness. The campaign is designed to provide members of the Youth on Their Own alumni program workforce training opportunities in the health and wellness industry. Each year, Mosaic Quarter will sponsor ten YOTO alumni as they participate in a training program with Wise Owl Wellness to become certified Yoga and Pilates instructors. As a part of the Stretch with Us! campaign, our sponsored YOTO alumni will lead and manage, with Kirsten Harvey of Wise Owl Wellness, the health and wellness curriculum offered within MQ Field House and MQ Iceplex – ultimately becoming independent health and wellness entrepreneurs.



SPORTS MEDICINE WORKFORCE TRAINING

The breadth and scope of athlete participation at Mosaic Quarter is substantial. Within MQ Iceplex and MQ Field House, alone, over 60,000 youth athletes will compete annually. The inherent need to provide consistent certified trainer coverage given the significant athlete volume drove Mosaic Quarter to expand the local reach of MQ Sports Medicine Services.

We're fortunate that Pima Community College and Pima JTED will join Mosaic Quarter, TMC Health and Tucson Orthopaedic in the provision of MQ Sports Medicine Services. Students from both institutions will bolster MQ Sports Medicine Services by serving as interns under certified trainers as a part of a formalized workforce training programs.

MQ Sports Medicine Services provides an environment conducive to workforce training. Multiple and repetitive opportunities to focus on active athletes will equip sports injury management and sports medicine students from PCC and Pima JTED with valuable real-time situations that are both service-oriented and career-enhancing. PCC and Pima JTED interns will be selected by their respective institution and will be supervised by the certified trainers employed by TMCH and Tucson Orthopaedic.



In early 2023, we were pleased to announce a Memorandum of Understanding with Pima Community College (PCC) that serves as a framework for ongoing discussions and specific future agreements. Our collaboration is designed to bring value to PCC's hospitality, culinary, business construction technologies, business administration, applied technologies, radiology technology and sports injury management programs via curated workforce training opportunities throughout Mosaic Quarter. Likewise, Mosaic Quarter and PCC are evaluating opportunities for performing, visual and fine arts students to produce programming for MQ Pavilion, Mosaic Quarter's entertainment district.

Hospitality

With three hotels planned for Mosaic Quarter, we are in the unique position to develop internship, apprenticeship and workforce training opportunities with PCC. As part of our overall hospitality commitment to the college, Mosaic Quarter is working with its hotel development partners to establish apprenticeship programs within each of the hotel properties. As we execute this commitment, our expectation is that PCC students will transition from the apprenticeship program to permanent jobs within Mosaic Quarter's hospitality assets, developing a community-focused pipeline of associates.

Culinary Workforce Training

With up to 14 restaurants, Mosaic Quarter and its dining development partners will be able to serve PCC by providing on-the-job training and workforce development opportunities. Our goal with this commitment is to not just provide a real-world environment within which students can receive training additive to their experience within PCC's curriculum. In addition, we seek to provide longer-view workforce training options that afford every student the opportunity to see how they can grow and develop within the culinary industry to contribute to the businesses for whom they work and, hopefully, those that they can create as entrepreneurs.

Culinary Entrepreneurship

During our tour of PCC's facilities, we were highly impressed with its current execution of a student-managed restaurant. With the diversity and local ownership/management we have sought for Mosaic Quarter's dining establishments, it made sense to assess how to include PCC's culinary program in a focused, entrepreneurial setting within Mosaic Quarter. To meet this goal, Knott Development (the managing member of Mosaic Quarter) has committed to donating 5,000 square feet of its own operations building adjacent to MQ Pavilion to PCC for the creation and operation of a student-managed restaurant. With an MQ Pavilion placement, PCC's restaurant will be on equal footing with local restaurateurs. In addition, this placement will showcase the college's culinary arts program, the skills obtained and honed by its students and provide a meaningful hands-on opportunity in all facets of restaurant operation and management.

Business Construction Technologies Workforce Training

Based on Mosaic Quarter's facilities composition, long-term construction period and technology-based, complex facilities management profile, we have committed to develop a workforce training and internship program paired with PCC's Business Construction Technologies program. Our goal is to develop opportunities that will include facilities maintenance, water management and mechanical systems, for example, providing students with exposure to a broad array of construction practices, management and technology experiences. From this collaboration, we aim to develop an additional pipeline of students who will become Mosaic Quarter associates within the facilities management field.

Business Administration Workforce Training

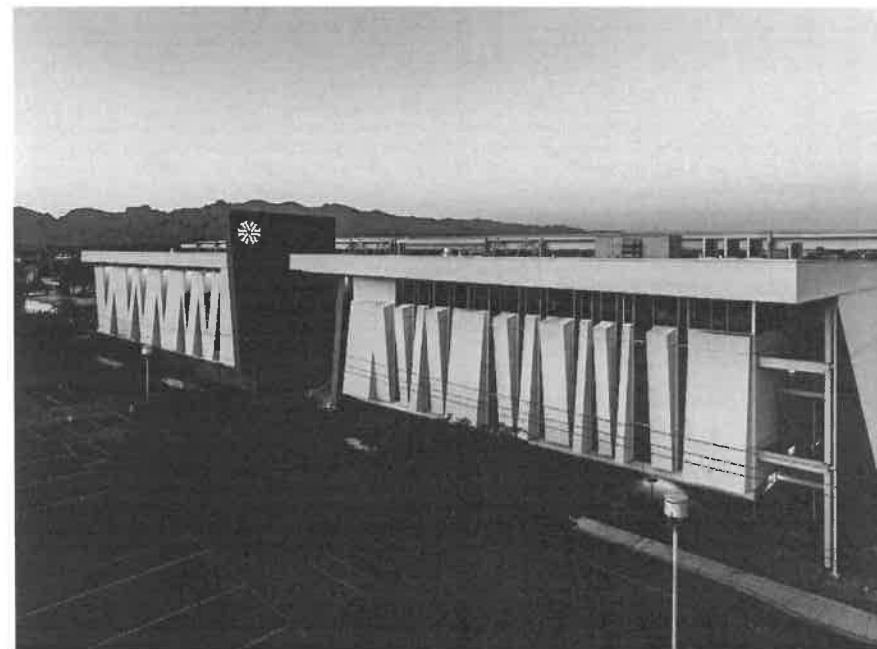
Mosaic Quarter includes various aspects of business administration, including financial management, facilities programming and scheduling as well as retail services. With the diversity of facilities, clientele and business lines represented by MQ Iceplex, MQ Field House, MQ Sportsplex, MQ Stadium and MQ Parking, we believe Mosaic Quarter's concentrated business environment provides a worthwhile training ground for students. As such, Mosaic Quarter has committed to developing internship, workforce training and apprenticeship programs within the PCC Business curriculum. In a similar vein to our other workforce development, internship and apprenticeship commitments, our goal is to simultaneously provide a realistic educational laboratory through Mosaic Quarter's business lines and opportunities for us to identify future members of our team.

Performing Arts Workforce Training

With the announcement of MQ Pavilion, Mosaic Quarter includes a family-oriented amenity that does not require participation in a sport. MQ Pavilion will be home to family movies, musical acts and performing arts productions throughout the year. As a part of MQ Pavilion's community programming ethos, Mosaic Quarter has committed to partner with PCC's Performing Arts department for productions staged, managed and performed by PCC students. It is our hope that the MQ Pavilion experience will be one that furthers the careers of PCC's performing arts students and offers a unique opportunity to expand the institution's curriculum in this area.

Applied Technologies Workforce Training

MQ Iceplex will utilize an innovative water harvesting and filtration system to significantly reduce dependence on aquifer-sourced water for the creation of ice. In addition to this facility-discrete system, Mosaic Quarter will broadly deploy rooftop and parking canopy photovoltaic systems to self-generate operational power. These systems could fit within our PCC partnership under the Building Construction Technologies collaboration. After understanding the breadth of the Applied Technologies curriculum, however, it made sense to commit to a specific internship and workforce training programs. As Mosaic Quarter refines our plans for the implementation of these exciting technologies campus-wide, we look forward to developing this student experience.



PUBLIC ART

Mosaic Quarter is steadfast in the belief that public art is a medium through which community and culture connect to facilities and programming. Public art reflects a developer's relationship with the community, how a development engenders a sense of place within that community, and the artist's unique interpretation of the linkage between community and building structures. It is with these concepts in mind that Mosaic Quarter is thoughtfully engaging in public art opportunities.

Ben's Bells Project

Ben's Bells Project will be installing customized art displays within MQ Field House, on the MQ Iceplex Event Plaza and at MQ Sportsplex. In each instance, a different medium of artful interpretation and reminders of kindness will be utilized. Together, the permanent displays will enmesh Mosaic Quarter with another aspect of the Tucson area community and serve as a reminder of what makes Pima County unique.

At the MQ Iceplex Event Plaza, Ben's Bells Project will create large-scale versions of the traditional Ben's Bell wind chimes to be hung from the site's lighting standards. Taking the place of traditional banner signs, these customized wind chimes will extend the "kindness is fundamental" message. These installations will be frequently viewed by thousands of Pima County residents and Mosaic Quarter guests each year. As art, the customized wind chimes will add a novel, decorative flair to MQ Iceplex Event Plaza.

Within MQ Field House, a customized Ben's Bells Project mosaic mural will adorn the entrance lobby wall. Spanning the entire side of the lobby, guests proceeding to athletic events and entering the concession area will enjoy a visible reminder of the Ben's Bells Project mission: "To teach individuals and communities about the positive impacts of intentional kindness and to inspire people to practice kindness as a way of life."

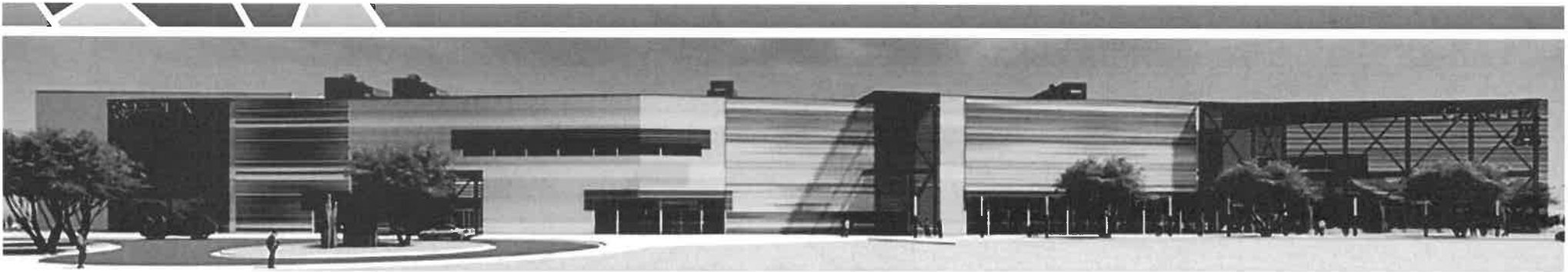


MQ Field House Entrance with Ben's Bells Project mural location depicted using an example graphic image

Outside MQ Sportsplex, Mosaic Quarter will include an additional installation of Ben's Bells Project art. The MQ Sportsplex promenade will be adorned with stepping stones created from "Be Kind" artwork submitted by local children. In so doing, Mosaic Quarter embraces a vibrant example of the Tucson area's personality. Below are past examples of Ben's Bells Project stepping stones.

Working with Ben's Bells Project provides an opportunity to satisfy the third aspect of our belief in public art's distinguishing traits, how it's made. In each case, Ben's Bells project will work with the local community, children and adults alike, to create and install the MQ Field House mural, MQ Iceplex Event Plaza wind chimes and MQ Sportsplex steppingstones. Mosaic Quarter will work with Ben's Bells Project and local school districts and their supporting foundations to identify children to volunteer time to create portions of the MQ Field House mural and the MQ Sportsplex stepping stones. Likewise, Ben's Bells Project and Mosaic Quarter will jointly identify adult volunteers to fabricate and decorate the MQ Iceplex Event Plaza wind chimes and to install all three public art exhibits. In this way, Mosaic Quarter's public art will incorporate three invaluable concepts – beginning with a commitment to local community organization, working with children to provide artistic inspiration and ending with local adult volunteers installing an element of the community fabric that will envelop Mosaic Quarter.





Mosaic Quarter Murals

Mosaic Quarter partnered with a group of local muralists whose works are familiar throughout the community. We believe the incorporation of permanent murals into the structure of MQ Iceplex and MQ Field House will engender familiarity for local residents and likewise provide a sense of Tucson for our travel sports guests. Similar to many buildings throughout Tucson, our muralists partners will create custom works of permanent art on the exterior façades of MQ Iceplex and MQ Field House.

To expand the presence of public art within MQ Iceplex, Mosaic Quarter is partnering with the Mexican Consulate on a cross-border mural collaboration. Envisioned by Consul Rafael Barceló to mirror an existing initiative, the Mexican Consulate and Mosaic Quarter will jointly sponsor a Mexican artist to create an additional exterior mural.

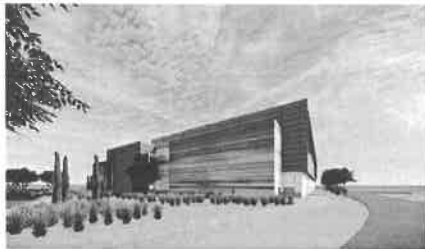
The Mosaic Quarter murals will further enmesh landmark facilities and inclusive programming with the community with regional and cultural themes. The exterior placement of Mosaic Quarter murals is detailed below:



MQ Iceplex Northern Façade Mural Placement



MQ Iceplex Western Façade Mural Placement



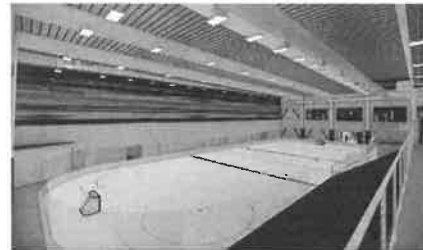
MQ Field House Southern Façade Mural Placement



MQ Field House Entry Mural Placement

While Mosaic Quarter's exterior murals bring a unique aspect of Tucson to the site, the interior spaces have not been forgotten. Both the MQ Iceplex and MQ Field House, murals are a focal point.

Ice rinks are frequently the most benign of interior spaces. Typically consisting of bare walls adorned with tournament banners and advertisements, they offer a paltry visual experience. To part ways with the customary tedium, Mosaic Quarter's partner muralists will create permanent art installations for MQ Iceplex's two community rinks. Spanning the entire length of each rink, the community rink murals will sit opposite spectators, creating a commanding visual aesthetic.



MQ Iceplex Community Rink Mural Placement



MQ Iceplex Community Rink 2 Mural Placement

Public Art – MQ Field House

Much like the interior spaces of ice sports facilities, indoor multisport façades typically struggle with visual interest. MQ Field House's public art displays, however, will not be created by professional muralists. Instead, we positioned that high school art program students would bring a focus and scope of themes consistent with the youth athletes attending practices, games and events within MQ Field House. As a result, Mosaic Quarter has initiated discussions with school districts throughout Pima County to identify programs, teachers and artists to create interior murals.



These interior murals will adorn the hallways of MQ Field House where athletes enter competition spaces. We believe that this effort and the resulting murals will provide a sense of ownership for the student artists and results in further diverse participation in Mosaic Quarter. We are incredibly excited to work with teachers and their students in what we hope is a unique opportunity to begin or advance a budding career.

SUSTAINABILITY

Environmental Sustainability

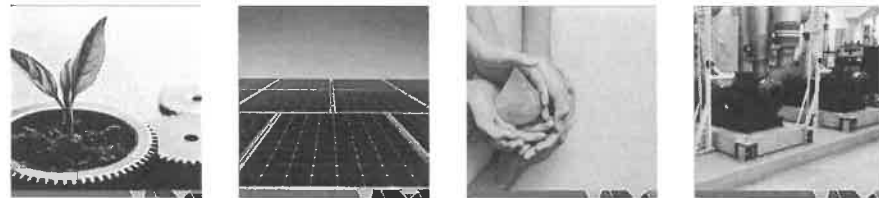
Our designs and operational planning for Mosaic Quarter's facilities, particularly MQ Iceplex, take into account the unique environmental sustainability challenges posed by Southern Arizona's climate. One primary sustainability consideration involves MQ Iceplex water usage. For comparison, in the Northeast and Midwest, similar facilities could be expected to initially utilize approximately 45,000 gallons of water to create three ice sheets and an aggregate of 9,000 gallons per day for resurfacing. Based on the local environment and long-term aridification concerns throughout the Southwest, our team is cognizant of the need for consumption mitigation efforts. While the initial water volume required to install our ice sheets is unavoidable, alleviation of daily and operational water demands through passive and active conservation techniques will be achieved.

Water reduction efforts begin with our capture of storm water runoff. Mosaic Quarter's civil design was devised to retain 100% of the storm water runoff generated by the portion of Mosaic Quarter north of the Julian Wash. In addition to site-generated runoff, Mosaic Quarter's retention system will tie into Pima County's existing infrastructure to offload any available excess storm water captured throughout the remaining portions of the Kino South Complex. To further reduce reliance on aquifer-sourced resurfacing water using the system's connection to the Pima County storm water apparatus, Mosaic Quarter will draw from local reclaimed water production sources. With specialized filtration systems, MQ Iceplex will convert all retained and reclaimed water to ice resurfacing volume.

Mosaic Quarter's mechanical systems serving all anchor buildings, including those maintained at MQ Iceplex and MQ Field House, will augment our water savings efforts. Our primary goal in this vein is to utilize system enhancements to create a reduction in overall water usage to offset required MQ Iceplex resurfacing activities. Secondly, we seek to create additional sources of resurfacing volume and water usage savings. Among the implementations to be employed are recycling of ice resurfacing shavings, reduced flush, flow and automated fixtures.

Water conservation efforts also extend to behavior modifications within MQ Iceplex operations. Typically, ice resurfacing occurs after each time slot of use, leading to maximum resurfacing activities and water usage. As a means to reduce water consumption, strategic resurfacing will be employed. Where safety and ice sheet conditions permit, MQ Iceplex management will limit resurfacing activities to every two to three used time slots. While certain public uses are appropriate for these efforts, the greatest opportunities for reduced resurfacing activity are following figure skating sessions as well as 6U, 8U, 10U and 12U hockey practices.

In our final design implementation, Mosaic Quarter's storm and reclaimed water retention and filtration system can manage approximately 300,000 gallons per month. With the addition of staggered resurfacing activities and other facility water recycling systems, this affords MQ Iceplex the opportunity (depending on the annual level of storm water and reclaimed water production) to completely offset aquifer-sourced water for ice sheet resurfacing needs.



Economic Sustainability Through Conservation Technologies

In a site with the building footprint of Mosaic Quarter, particularly with large-volume and high-traffic facilities such as MQ Iceplex, MQ Field House, MQ Sportsplex and MQ Stadium, the general use of electricity is substantial. Cooling needs associated with the Southern Arizona climate plus the inclusion of an ice plant to maintain MQ Iceplex only exacerbate that demand. While the prospect of significant power consumption and the attendant energy costs to operate Mosaic Quarter require thoughtful energy and economic planning, it likewise presents environmental sustainability opportunities.

To provide economic and operational sustainability, Mosaic Quarter uses environmentally friendly technologies. Doing so also enhances our environmental sustainability footprint. How? Through the implementation of a cogeneration central utility plant.

MQ Central Utility Plant is a 1.5MW (scalable to 6MW) natural gas-fed, electrical generation facility tied to a 1MW (scalable to 3.5MW) solar farm that employs the concepts of cogeneration to produce chilled water for cooling use throughout the Mosaic Quarter campus. By employing cogeneration, Mosaic Quarter reduces certain power production and economic risks faced by developments with similar power consumption and cooling demands.

According to the United States Environmental Protection Agency, the average efficiency of fossil-fueled power plants in the United States is 36%, with 64% of energy used to produce electricity wasted in the form of heat discharged to the atmosphere. Cogeneration facilities driven by reciprocating engine turbines such as MQ Central Utility Plant, however, are 75-80% efficient in their production of power. The end result: MQ Central Utility Plant reduces the amount of fossil fuels used to produce its electricity.

Moreover, by producing electricity on-site, Mosaic Quarter increases the efficiency of power available by avoiding transmission and distribution loss. As reported by the EPA, the national average for transmission and distribution loss as electricity travels over power lines is 5.3%. But those losses are even higher in grid-strained areas and those geographic regions that experience typically high temperatures – Southern Arizona, as an example. With on-site production and an underground distribution network, MQ Central Utility Plant avoids these transmission and distribution losses, accentuating its efficiency.

While Mosaic Quarter is not an off-the-grid development, the use of MQ Central Utility Plant drives meaningful economic stability in several respects. Mosaic Quarter reduces grid-produced power during peak rate and supply periods to mollify our overall cost of power and our demand impact on other grid-based customers such as local businesses and residential homes. Long-term, Mosaic Quarter reduces the capital costs by eliminating building-specific equipment required to condition MQ Iceplex, MQ Field House, MQ Sportsplex and MQ Stadium. In the case of any disaster causing grid-based power interruption, MQ Central Utility Plant provides resiliency by maintaining power and cooling supply to essential aspects of the campus.



SPENDING IMPACT

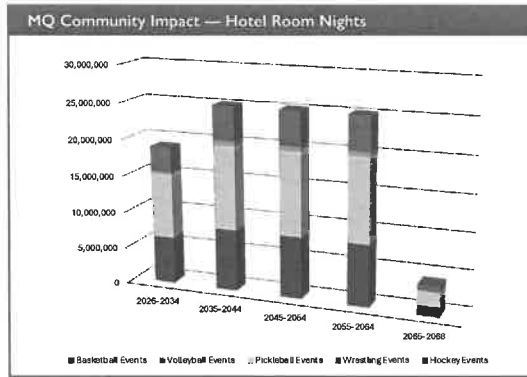


TRAVEL SPORTS EVENTS ATTENDANCE

As indicated within the MQ Iceplex and MQ Field House sections of this Development and Operations Plan, Mosaic Quarter events will result in substantial local spending. In part, the anticipated travel sports spending volume is based on the unique physical composition of MQ Iceplex and MQ Field House. Both facilities are specifically designed to accommodate large-scale events. More importantly, Mosaic Quarter contains an amenity infrastructure that promotes exploration at large. The combination of intentional building design with initiatives such as Visit With Us! encourages community spending while guiding travel sports patrons to local small businesses.

Equally important, however, are the benefits of the Mosaic Quarter site design to travel sports event sponsors. The diversified lifestyle district focus of Mosaic Quarter and its proximity to local amenities makes for an attractive event venue, incorporating a “stay where you play” mentality that enables large-volume events to thrive.

The dual focus of on-site atmosphere and nearby local amenities has driven our event commitments and resulted in meaningful attendance projections as the starting point for Mosaic Quarter event-based community impact. Just over 98.17 million guests are expected during the term of the Master Ground Lease with an annual average of approximately 2.28 million.



COMMUNITY IMPACT EVENT SPENDING PROJECTION METHODOLOGY

Mosaic Quarter event attendance generates significant local spending. Among the primary beneficiaries are the dining, hospitality, retail, transportation and attractions sectors along with meaningful miscellaneous spending. Event spending within Mosaic Quarter generates similar economic stimulus.

In order to project the 2026 event-based dining, retail, transportation, attractions and miscellaneous community spending rates, Mosaic Quarter uses data compilations from an independent 2016 Pima County Multi-Purpose and Indoor Court Sports Tourism Facility feasibility study as a benchmark. The purpose of using 2016 spending data is to start with per day spending habits that are less than present patterns. By doing so, Mosaic Quarter utilizes a more conservative assumption for these economic sectors. This results in a projected community impact that is intentionally subject to discounted assumptions. For each subsequent year, daily spending rates are assumed to increase by 2%. For hospitality spending, Mosaic Quarter assumes daily room rates calculated from a sample of present-day pricing provided by limited-service hotels, and used 2024 current pricing combined with an annual adjustment as the starting point for rates assumed for 2026.

This economic modeling format has three benefits. First, it avoids the pitfalls of attempting to set a baseline economic model for 2024 with insufficient data. Second, it restricts the estimation of per-diem spending rates based on unknown 2026 macroeconomic conditions that could affect the spending habits of event participants and their accompanying guests. Third, it permits less reliance on premature determinations of rates based on potential long-term inflationary impacts to industry segment prices and family spending habits. Mosaic Quarter’s methodologies have been independently deemed to be 95% reliable with a margin of error of +/- 5% by Rounds Consulting Group, an economic consulting firm retained by Pima County to evaluate Mosaic Quarter’s financial projections.

“While the majority of the assumptions related to participation (i.e., participating teams, players, individuals, etc.) include a necessary speculative element due to the absence of direct comparable facilities in Tucson, the projections are based on informed and reasonable data.”

*Rounds Consulting Group
Independent review of Mosaic Quarter community impact projections*

Mosaic Quarter assumptions related to spending (i.e., restaurant spending, retail spending, attractions spending, etc.) are in line with estimates calculated by the Arizona Office of Tourism – which surveys out-of-state visitors and in-state travelers to reach their conclusions.”

*Rounds Consulting Group
Independent review of Mosaic Quarter community impact projections*

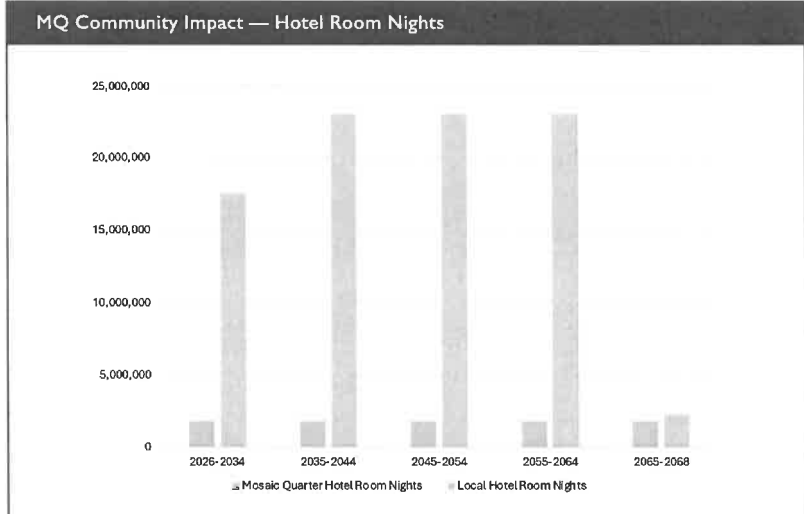
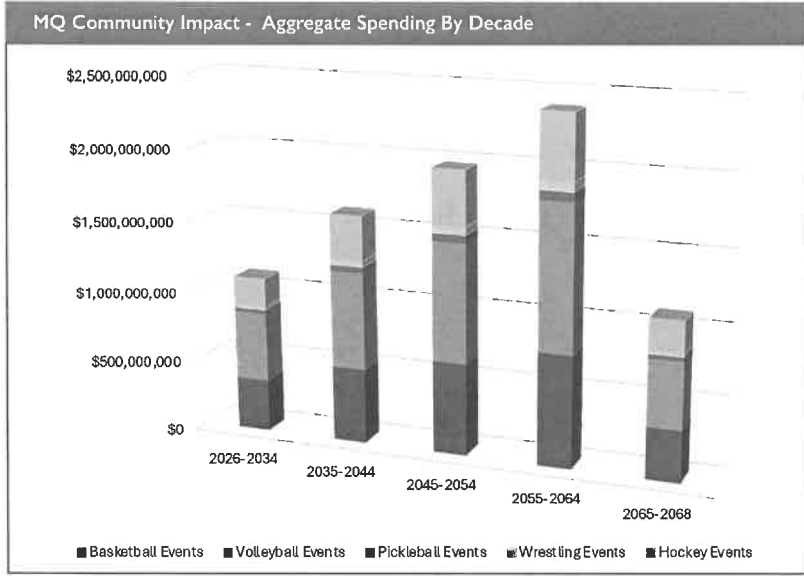
As a result of these projection methodologies, Mosaic Quarter will generate approximately \$8.14 billion in community spending during the term of the Master Ground Lease. On average, Mosaic Quarter events will inject approximately \$190 million into the local economy annually.

COMMUNITY IMPACT
HOTEL ROOM NIGHT GENERATION

The development of three hotels partially serves the hospitality demand generated by Mosaic Quarter events and tournaments hosted by the adjacent Kino South Complex. Their delivery, however, has been intentionally timed to follow the completion of Mosaic Quarter's athletic facilities. This results in the creation of two layers of beneficial opportunity for local hoteliers.

During the period preceding the opening of Mosaic Quarter's hotel properties, MQ Iceplex and MQ Field House events will generate a significant number of room nights, all of which will be satisfied by local hotels. Even when its hospitality components are fully developed, Mosaic Quarter will continue to deliver significant room night volume to external hotel operators. With only 540 aggregate limited-service rooms, the room volume within Mosaic Quarter has been purposely designed to promote economic vitality for local partners. This design intent, and the benefits to local hoteliers, is further extended by MQ Iceplex's and MQ Field House's large-scale event hosting capabilities where maximizing event volumes results in the ability to eclipse the on-site hospitality infrastructure. This ensures that the economic benefits fostered by Mosaic Quarter events are widely felt throughout the metropolitan area, with particular emphasis on the Downtown Tucson hotel community.

The resulting room night overflow from Mosaic Quarter to local hotel properties is significant. While Mosaic Quarter's hotels are designed to reach capacity at 8.86 million room nights during the term of the Master Ground Lease, local hotels will benefit from 89.04 million room nights. This equates to an annual average of 1.77 million room nights for Mosaic Quarter's hotels and 17.8 million local hotel room nights.



"Mosaic Quarter assumptions related to daily hotel rates are about 20% higher than the current market average, but in-line with trends and the expected rate in 2027. Further, Mosaic Quarter reduced the assumptions used to calculate the impact of guest spending by 50% in order to be conservative. It is our opinion that the forward-looking rate adjustment combined with the reduction of guest impact spending results in a reasonable assumption of hotel rates."

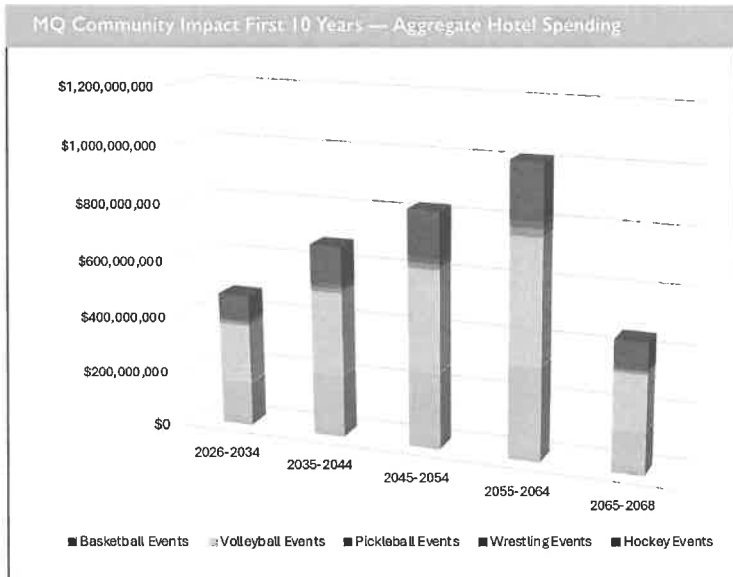
Rounds Consulting Group
Independent review of Mosaic Quarter community impact projections

COMMUNITY IMPACT
HOTEL SPENDING

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During the period preceding the opening of Mosaic Quarter's hotel properties, MQ Iceplex and MQ Field House events will generate a significant number of room nights, all of which will be satisfied by off-site local hotels. Even when its hospitality components are fully developed, Mosaic Quarter will continue to deliver significant room night volume to external hotel operators. With only 540 aggregate limited-service rooms, the room volume within Mosaic Quarter has been purposely designed to promote economic vitality for local partners. This design intent, and the benefits to local hoteliers, is further extended by MQ Iceplex's and MQ Field House's large-scale event hosting capabilities where maximizing event volumes results in the ability to eclipse the on-site hospitality infrastructure. This ensures that the economic benefits fostered by Mosaic Quarter events are widely felt throughout the metropolitan area, with particular emphasis on the downtown Tucson hotel community.

Hotel spending resulting from Mosaic Quarter's travel sports event room night generation is impressive. During the term of the Master Ground Lease, a total of \$3.44 billion in hotel spending is projected. With an annual average of approximately \$80 million in spending, Mosaic Quarter will serve as a significant partner to local hoteliers.

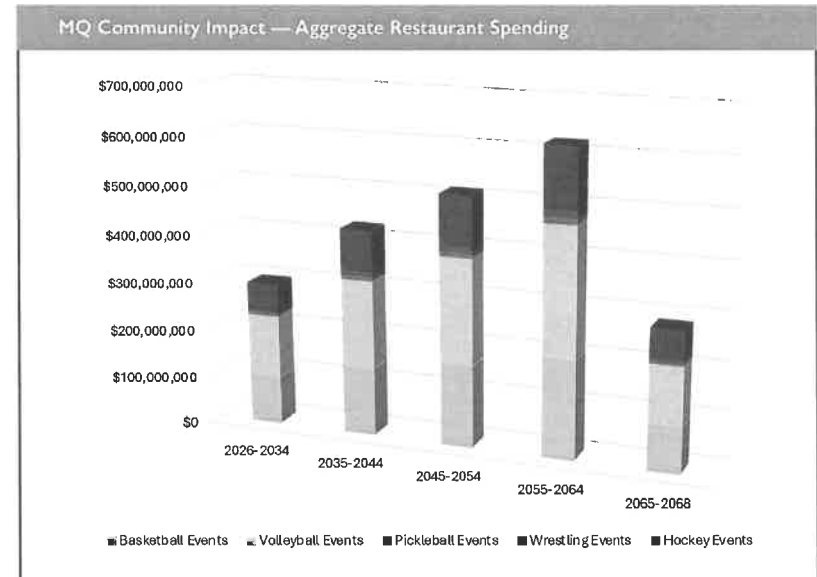


COMMUNITY IMPACT
RESTAURANT SPENDING

Upon completion of Phase III, Mosaic Quarter will be the home of up to 14 restaurants. On-site dining amenities will include a limited selection of national family friendly brands with an array of culinary offerings from local, chef-driven eateries. Mosaic Quarter's goal is to provide sufficient variety and choice for guests while not overwhelming the Tucson market with an on-site restaurant density that cannibalizes local purveyors. This strategy caters to the local foodie, event guests seeking to experience Tucson's rich culinary heritage and guests who seek something family friendly and familiar.

Given the large number of, and attendance at, Mosaic Quarter events, external dining options will materially benefit. The combination of high offsite hotel guest volume, event guest desires to enhance the travel sports experience, the MQ App aiding discovery and the Visit with Us! partnership foreshadow an expansive relationship with the local restaurant industry.

Aggregate event-driven restaurant spending is projected to provide an approximately \$2.13 billion total and \$49.6 million annual average injection to the local restaurant market during the term of the Master Ground Lease.



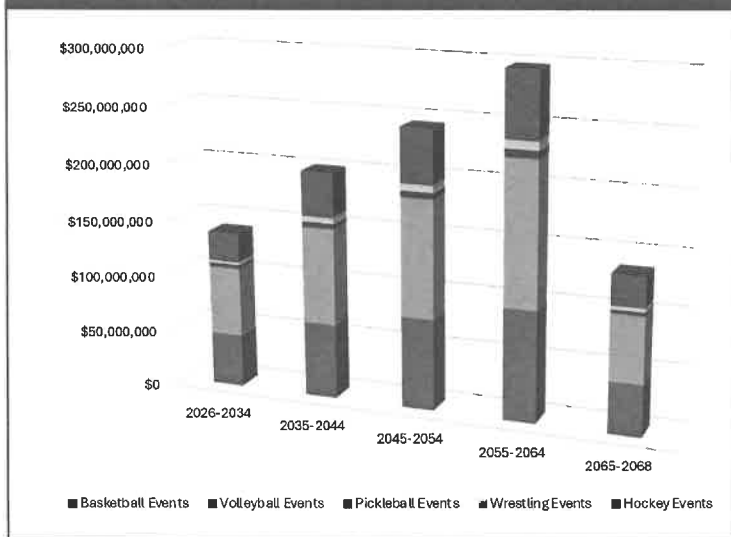


COMMUNITY IMPACT RETAIL SPENDING

Based on the abundance of retail experiences within Tucson and throughout Pima County, Mosaic Quarter intentionally omitted retail stores from its development plan. The intent was to avoid duplicating existing storefront community assets. In doing so, and through the Visit with Us! partnership and the MQ App, we sought a robust collaboration between Mosaic Quarter's venues and the small business community.

To amplify the benefits to local retailers, the Visit with Us! campaign ensures Mosaic Quarter guests discover the kaleidoscope of retail options available in Tucson and throughout Pima County. Local retailers are expected to enjoy a \$1.014 billion total and \$23.59 million average influx of shopping during the term of the Master Ground Lease.

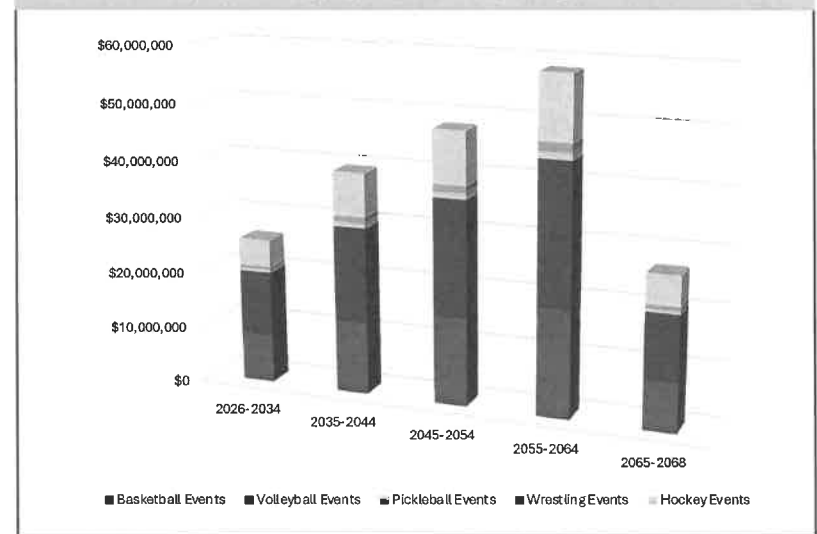
MQ Community Impact — Aggregate Retail Spending



COMMUNITY IMPACT ATTRACTIONS SPENDING

Attractions play a fairly anonymous, yet crucial, role in delivering the culture, history and atmosphere of a community. In the realm of travel sports event planning, attractions frequently languish in the background of a developer's sports, hotel, restaurant and retail focal points. This lack of focus on an available area of community impact presents an opportunity for Mosaic Quarter. Each team's games and matches are purposely played on a staggered schedule usually 6-8 hours, to permit downtime. This leaves restless family members searching for activities to charge their minds in a manner different than just more sports. It is this activity gap that Mosaic Quarter seeks to exploit for the benefit of local attractions. Through the Visit with Us! campaign, the MQ App and our partnership with the Southern Arizona Attractions Alliance, public attractions will reap the benefits of an entirely new market seeking alternate avenues of entertainment and discovery. Mosaic Quarter expects to deliver \$197.9 million in total, and an annual average of \$4.6 million spending infusion to local attractions during the term of the Master Ground Lease.

MQ Community Impact — Aggregate Attractions Spending

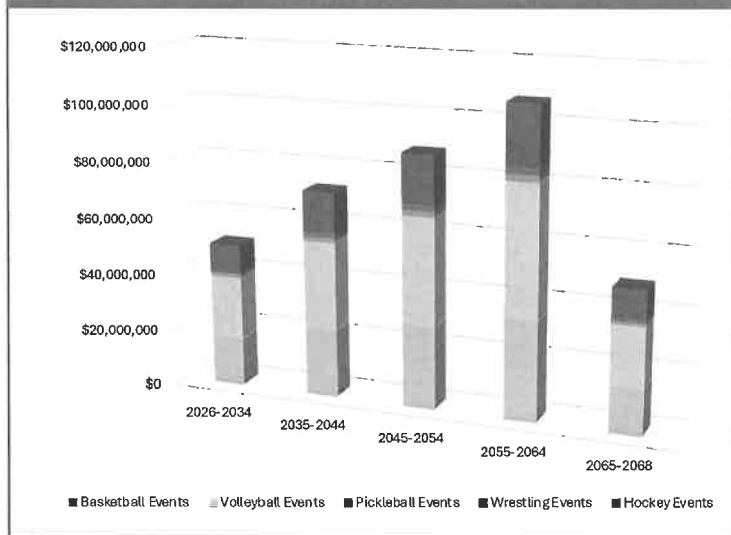




COMMUNITY IMPACT
TRANSPORTATION SPENDING

With high attendance events in the travel sports sector, Mosaic Quarter's community impact spreads to travel-related sectors of the local economy. Prominent among these is the transportation industry. Tucson International Airport, car rental, team bus services and street car utilization, among others, are important drivers of the local economy. Mosaic Quarter projects \$366.9 million in total spending and an annual average of \$8.53 million, in transportation spending during the term of the Master Ground Lease.

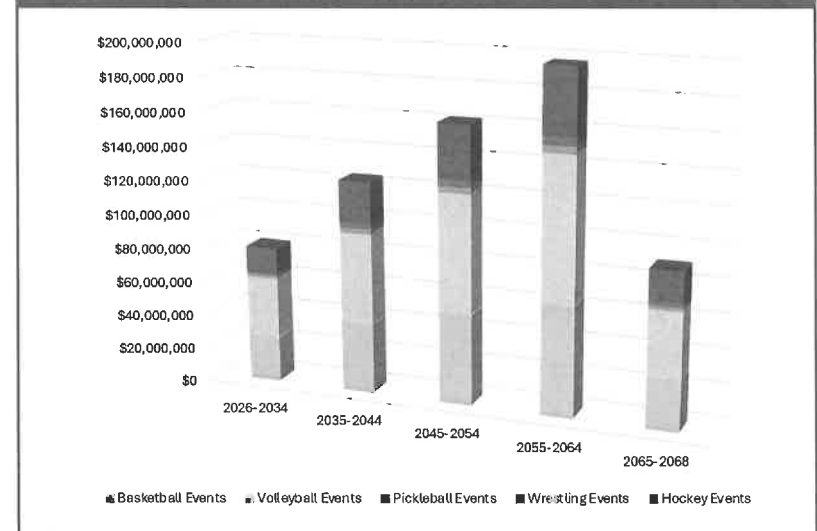
MQ Community Impact - Aggregate Transportation Spending



COMMUNITY IMPACT
MISCELLANEOUS SPENDING

Mosaic Quarter event-driven community spending positively impacts numerous smaller areas of the local economy. Although less visible than hotel, dining, attractions and transportation spending, the miscellaneous category remains an important segment of community impact. As it relates to Mosaic Quarter, miscellaneous spending is usually preceded by specific categories of event-oriented spending. It is, nonetheless, an important driver of community impact. Mosaic Quarter anticipates \$652.05 million in total spending, and an annual average of \$15.16 million in miscellaneous spending during the term of the Master Ground Lease.

MQ Community Impact - Aggregate Miscellaneous Spending

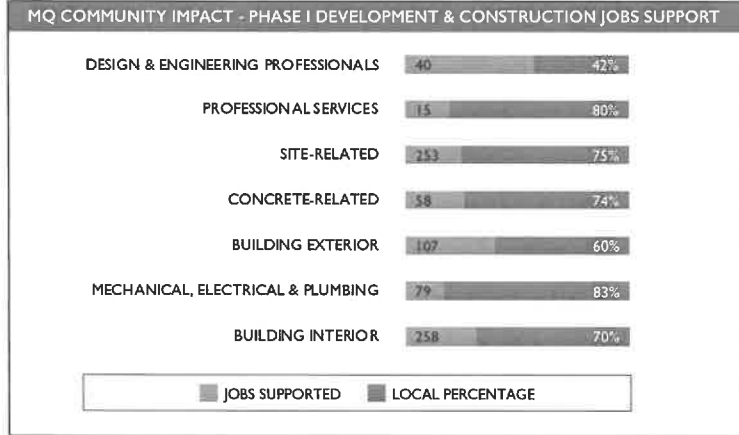


JOB SUPPORT

With community spending such as that generated by Mosaic Quarter events, one positive outcome is the expansive effect on local jobs and the economy. Any discussion of the jobs impact of Phase I on the local community, however, involves three categories of analysis: Mosaic Quarter operations, development and construction of Mosaic Quarter and spending generated by Mosaic Quarter events.

MOSAIC QUARTER DEVELOPMENT & CONSTRUCTION JOBS

During the development and construction process, Mosaic Quarter provides jobs support through the retention of firms to provide design, engineering, professional services, construction management and skilled labor. Job creation metrics, however, are somewhat amorphous in nature. First, the jobs created by traditional formulae are short term – we only have development and construction activity during the three phases of Mosaic Quarter in Phase I. Second, many of the jobs that would otherwise be counted as “created” are, in fact, existing jobs. For example, designers, engineers and trade professionals where the jobs are already held by employees in outside firms with Mosaic Quarter hiring those firms, thus maintaining those jobs. Our belief is that it is inaccurate to claim development and construction jobs being “created,” or to classify these positions as “new jobs,” within the local economy. Therefore, we term jobs involved in the development and construction of Mosaic Quarter as “supported jobs.” Although procurement for various trades related to the development and construction of MQ Iceplex, MQ Field House and MQ Central Utility Plant is not yet complete, Mosaic Quarter is presently supporting 810 jobs with approximately 70% local in origin. Work performed by our colleagues is broken down into six major categories: Professional Services, Design & Engineering, Site-Related, Concrete-Related, Building Exterior, Mechanical/Electrical/Plumbing and Building Interior.



In line with our supported jobs classification, jobs reflected in each of the foregoing categories are not necessarily newly created, but represent support and maintenance of existing jobs within each employee's respective firm. Because Mosaic Quarter's development and construction process and retention of our partnering firms is only for an abbreviated time, we purposely avoid attempts to calculate community impact related to downstream jobs or earnings support.

MOSAIC QUARTER OPERATIONS JOBS

Mosaic Quarter plans to initially employ 20 staff members for the initial management and operation of MQ Iceplex, MQ Field House and MQ Central Utility Plant. Employees will be spread across facility management, engineering, operations, instructional and team store and pro shop positions. Because our staffing is completely local, projections indicate that an additional 20 local jobs and approximately \$843,000 in local earnings are generated as a direct result of Mosaic Quarter employee spending throughout the community.

JOBS SUPPORT FROM MOSAIC QUARTER EVENT SPENDING

Where jobs creation predictions become opaque in their calculation is where the only known metric is predictive spending. For example, Mosaic Quarter reasonably predicts that from its event programming, local hotels will see an annual influx of nearly \$80 million covering approximately 2.52 million hotel room nights. Even with this spending granularity, an information gap exists that limits accurate job growth forecasting. While customized and complex local economy modeling is capable of solving for some portion of the gap, these models inevitably lead back to questions regarding the veracity of new jobs projections.

Instead, Mosaic Quarter employs industry-leading software from Lightcast to quantify only the potential effects of its events' community spending – the ability of spending to maintain existing jobs and create new ones. We may not be able to predict with certainty the number of new jobs created from Mosaic Quarter event spending. We believe it reliable, however, that Mosaic Quarter-related spending, especially in concentrated market segments (hospitality, dining and retail) will support the maintenance of existing jobs and earnings while affording employers the opportunity and incentive to create new jobs. Each is important to an economy – a new job isn't as impactful if an existing job disappears. The overall environment created by consistent and significant spending is what helps create the community impact associated with widespread employment.



MQ EVENT HOTEL SPENDING SUPPORTED JOBS & EARNINGS

JOB SUPPORT FROM
HOTEL SPENDING
43,200 JOBS

EARNINGS SUPPORT FROM
HOTEL SPENDING
\$1.94 BILLION

Within the hotel sector of the local economy, spending induced by Mosaic Quarter events is projected to support the maintenance and/or creation of approximately 6,700 local jobs and \$301.8 million in local employee earnings during the first 10 years of Phase I operations. In the aggregate, Phase I event hotel-related spending is projected to support the maintenance and/or creation of approximately 43,200 jobs and \$1.94 billion of local employee earnings.



MQ EVENT RESTAURANT SPENDING
SUPPORTED JOBS & EARNINGS

JOB SUPPORT FROM
RESTAURANT SPENDING
32,300 JOBS

EARNINGS SUPPORT FROM
RESTAURANT SPENDING
\$1.15 BILLION

Within the restaurant sector of the local economy, spending induced by Mosaic Quarter events is projected to support the maintenance and/or creation of approximately 2,678 jobs and \$60.2 million in local employee earnings within limited-service restaurants during the first 10 years of MQ Iceplex and MQ Field House operations. Within the full service portion of the dining sector, Mosaic Quarter events are projected to support, during the first 10 years of MQ Iceplex and MQ Field House operations, the maintenance and/or creation of approximately 2,400 jobs and \$89 million of employee earnings. In the aggregate, Phase I event restaurant-related spending is projected to support the maintenance and/or creation of approximately 32,300 jobs and \$1.15 billion of local employee earnings.



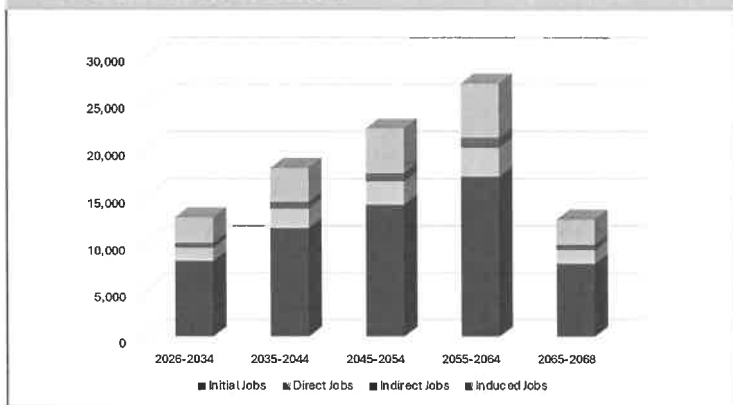
MQ EVENT RETAIL SPENDING
SUPPORTED JOBS & EARNINGS

JOB SUPPORT FROM
RETAIL SPENDING
16,800 JOBS

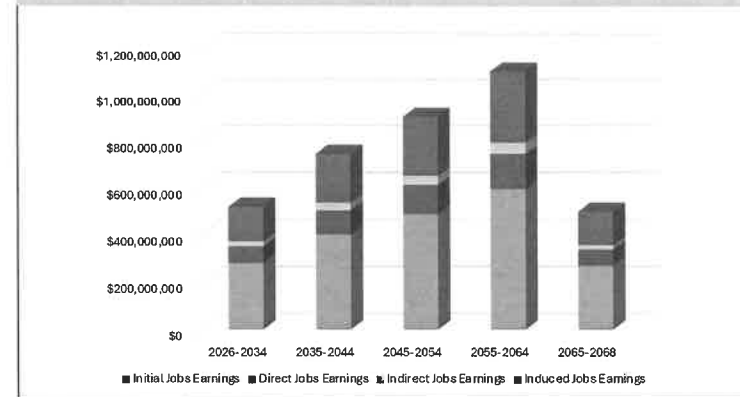
EARNINGS SUPPORT FROM
RETAIL SPENDING
\$679.84 MILLION

Within the retail sector of the local economy, spending induced by Mosaic Quarter events is projected to support the maintenance and/or creation of approximately 2,609 jobs and \$105.37 million in local employee earnings during the first 10 years of MQ Iceplex and MQ Field House operations. In the aggregate, Phase I event retail-related spending is projected to support the maintenance and/or creation of approximately 16,800 jobs and \$679.84 million of local employee earnings.

Mosaic Quarter Phase I Supported Local Jobs



Mosaic Quarter Phase I Supported Local Earnings



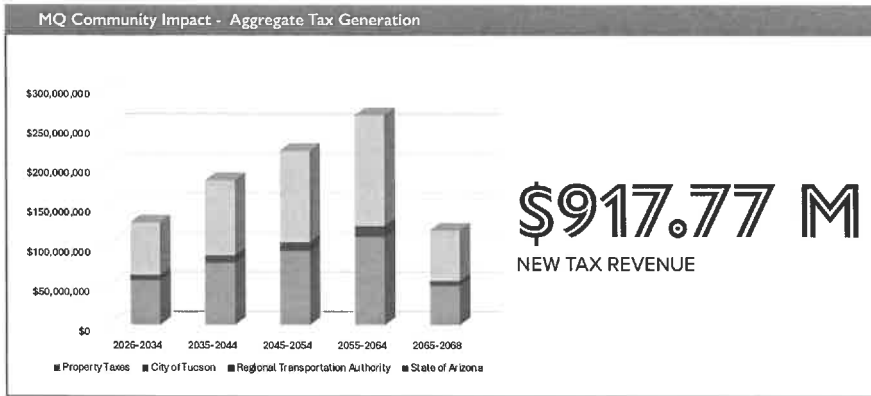
“The job-multiplier impact used by Mosaic Quarter is in line with industry standards, and the multipliers used by Rounds Consulting Group in conducting economic impact studies.

Therefore, we can state with a 95% confidence that actual values will lie within an interval that ranges from 5% below the projected value to 5% above the projected value.”

Rounds Consulting Group
Independent review of Mosaic Quarter community impact projections

TAX GENERATION

With \$8.41 billion in community spending, the creation and/or maintenance of 92,300 jobs and \$3.77 billion of supported local earnings, Mosaic Quarter events will have a demonstrable and profound impact on the local economy. The community impact associated with MQ Iceplex and MQ Field House events, however, extends further. With a substantial and consistent source of new local spending, all forms of tax revenue are enhanced. Whether sales taxes, property taxes or Regional Transportation Authority taxes, Mosaic Quarter has a positive effect on all aspects of municipal revenue generation.



\$481 M
STATE OF ARIZONA

\$45 M
REGIONAL TRANSPORTATION
AUTHORITY

\$383 M
CITY OF TUCSON



MQ EVENT LOCAL TAX GENERATION CITY OF TUCSON HOTEL TAXES

CITY OF TUCSON HOTEL TAXES
FIRST 10 YEARS
\$32.03 M

CITY OF TUCSON HOTEL TAXES
TOTAL PROJECTED COLLECTIONS
\$206.115 M

With Mosaic Quarter's event-driven hotel spending projections as a benchmark, a total of \$32.03 million of hotel taxes will be generated for the City of Tucson during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven hotel-related spending is projected to generate City of Tucson hotel sales taxes totaling approximately \$206.115 million.



MQ EVENT LOCAL TAX GENERATION CITY OF TUCSON HOTEL SURCHARGE TAXES

HOTEL SURCHARGE TAXES
FIRST 10 YEARS
\$9.284 M

HOTEL SURCHARGE TAXES
TOTAL PROJECTED COLLECTIONS
\$41.932 M

Using Mosaic Quarter's event-driven hotel spending projections as a benchmark, a total of \$9.284 million of hotel surcharge taxes are projected to be generated during the first 10 years of Phase I Operations. In the aggregate, MQ Iceplex and MQ Field House event-driven hotel-related spending is projected to generate approximately \$41.932 million in total hotel surcharge taxes.



MQ EVENT LOCAL TAX GENERATION CITY OF TUCSON RETAIL SALES TAXES

CITY OF TUCSON RETAIL TAXES
FIRST 10 YEARS
\$4.09 M

CITY OF TUCSON RETAIL TAXES
TOTAL PROJECTED COLLECTIONS
\$26.37 M

With Mosaic Quarter's event-driven retail spending projections as a benchmark, a total of \$4.09 million of retail sales taxes will be generated for the City of Tucson during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven retail-related spending is projected to generate City of Tucson retail sales taxes totaling approximately \$26.37 million.



MQ EVENT LOCAL TAX GENERATION
CITY OF TUCSON RESTAURANT SALES TAXES

CITY OF TUCSON RESTAURANT TAXES
FIRST 10 YEARS

\$8.697 M

CITY OF TUCSON RESTAURANT TAXES
TOTAL PROJECTED COLLECTIONS

\$55.49 M

With Mosaic Quarter's event-driven restaurant spending projections as a benchmark, a total of \$8.697 million of restaurant sales taxes will be generated for the City of Tucson during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven retail-related spending is projected to generate City of Tucson restaurant sales taxes totaling approximately \$55.49 million.



MQ PROGRAMMING LOCAL TAX GENERATION
CITY OF TUCSON SALES TAXES

CITY OF TUCSON SALES TAXES
FIRST 10 YEARS

\$8.44 M

CITY OF TUCSON SALES TAXES
TOTAL PROJECTED COLLECTIONS

\$53.94 M

Each activity programming set offered by Mosaic Quarter is subject to City of Tucson sales taxes. Using Mosaic Quarter's revenue projections as a benchmark, a total of \$8.44 million of sales taxes will be generated for the City of Tucson during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House programming sales are projected to generate City of Tucson sales taxes totaling \$53.94 million.



MQ PROGRAMMING LOCAL TAX GENERATION
REGIONAL TRANSPORTATION AUTHORITY TAXES

RTA MQ PROGRAMMING TAXES
FIRST 10 YEARS

\$1.623 M

RTA MQ PROGRAMMING TAXES
TOTAL PROJECTED COLLECTIONS

\$10.374 M

Each activity programming set offered by Mosaic Quarter is subject to Regional Transportation Authority (RTA) taxes. Using Mosaic Quarter's revenue projections as a benchmark, a total of \$1.623 million of taxes will be generated for the Regional Transportation Authority during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House programming sales are projected to generate Regional Transportation Authority taxes totaling \$10.374 million.



MQ EVENT LOCAL TAX GENERATION
REGIONAL TRANSPORTATION AUTHORITY – RETAIL SPENDING

RTA RETAIL TAXES
FIRST 10 YEARS

\$786,000

RTA RETAIL TAXES
TOTAL PROJECTED COLLECTIONS

\$5.07 M

With Mosaic Quarter's event-driven retail spending projections as a benchmark, a total of \$786,000 of taxes will be generated for the Regional Transportation Authority during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven retail-related spending is projected to generate Regional Transportation Authority taxes totaling approximately \$5.07 million.



MQ EVENT LOCAL TAX GENERATION
REGIONAL TRANSPORTATION AUTHORITY – RESTAURANT SPENDING

RTA RESTAURANT TAXES
FIRST 10 YEARS

\$1.673 M

RTA RESTAURANT TAXES
TOTAL PROJECTED COLLECTIONS

\$10.67 M

With Mosaic Quarter's event-driven restaurant spending projections as a benchmark, a total of \$1.673 million of taxes will be generated for the Regional Transportation Authority during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven restaurant-related spending is projected to generate Regional Transportation Authority taxes totaling approximately \$10.67 million.



MQ EVENT LOCAL TAX GENERATION
REGIONAL TRANSPORTATION AUTHORITY – HOTEL SPENDING

RTA HOTEL TAXES
FIRST 10 YEARS

\$2.94 M

RTA HOTEL TAXES
TOTAL PROJECTED COLLECTIONS

\$18.894 M

With Mosaic Quarter's event-driven hotel spending projections as a benchmark, a total of \$2.94 million of taxes will be generated for the Regional Transportation Authority during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven hotel-related spending is projected to generate Regional Transportation Authority taxes totaling approximately \$18.894 million.



MQ LOCAL TAX GENERATION
MOSAIC QUARTER PROPERTY TAXES

MQ ICEPLEX
PROPERTY TAXES

\$4.338 M

MQ FIELD HOUSE
PROPERTY TAXES

\$2.096 M

MQ CENTRAL UTILITY PLANT
PROPERTY TAXES

\$1.095 M

Property taxes will be imposed on of MQ Iceplex, MQ Field House and MQ Central Utility Plant. Except for certain taxing districts that do not have jurisdiction over the land on which Mosaic Quarter is developed, all applicable property taxes will be paid with no abatement, deferral, discount or other favorable tax treatment.

Assessments of the value of MQ Iceplex, MQ Field House and MQ Central Utility Plant in any given tax year will be made by the Pima County Assessor in accordance with all applicable state and local laws and regulations. It is expected that MQ Iceplex, MQ Field House and MQ Central Utility Plant will be assessed as Class 9 property under Arizona law. The following tax districts will impose primary property taxes on MQ Iceplex, MQ Field House and MQ Central Utility Plant: Pima County, Tucson Unified School District, Pima Community College District and the City of Tucson. Districts imposing secondary property taxes on MQ Iceplex, MQ Field House and MQ Central Utility Plant include the following: Pima County Bonds, Tucson Unified School District, Pima Joint Technical Education District, City of Tucson, Central Arizona Water Conservation District, Pima County Library District and the Fire Assistance District. Under existing law, Mosaic Quarter is not subject to State of Arizona Property because the land is owned by Pima County and leased to Mosaic Quarter.

Based on Mosaic Quarter's financial projections MQ Iceplex, MQ Field House and MQ Central Utility Plant are projected to pay a total of \$7.53 million in property taxes. Of this total, MQ Iceplex is expected to have imposed \$4.338 million in property taxes, MQ Field House is projected to have imposed \$2.096 million in property taxes and MQ Central Utility Plant is assumed to have imposed \$1.095 million in property taxes.



MQ EVENT LOCAL TAX GENERATION
STATE OF ARIZONA HOTEL TAXES

STATE OF ARIZONA HOTEL TAXES
FIRST 10 YEARS

\$29.36 M

STATE OF ARIZONA HOTEL TAXES
TOTAL PROJECTED COLLECTIONS

\$188.94 M

With Mosaic Quarter's event-driven hotel spending projections as a benchmark, a total of \$29.36 million of hotel taxes will be generated for the State of Arizona during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven hotel-related spending is projected to generate State of Arizona hotel sales taxes of approximately \$188.94 million.



MQ PROGRAMMING LOCAL TAX GENERATION
STATE OF ARIZONA SALES TAXES

STATE MQ PROGRAMMING SALES TAXES
FIRST 10 YEARS

\$18.17 M

STATE MQ PROGRAMMING SALES TAXES
TOTAL PROJECTED COLLECTIONS

\$116.18 M

Each programming activity set offered by Mosaic Quarter is subject to sales taxes. Using Mosaic Quarter's revenue projections as a benchmark, a total of \$18.17 million of sales taxes will be generated for the State of Arizona during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House programming sales are projected to generate State of Arizona sales taxes totaling \$116.18 million.



MQ EVENT LOCAL TAX GENERATION
STATE OF ARIZONA RETAIL SALES TAXES

STATE RETAIL SALES TAXES
FIRST 10 YEARS

\$8.8 M

STATE RETAIL SALES TAXES
TOTAL PROJECTED COLLECTIONS

\$56.804 M

With Mosaic Quarter's event-driven retail spending projections as a benchmark, a total of \$8.8 million of retail sales taxes will be generated for the State of Arizona during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven retail-related spending is projected to generate State of Arizona retail sales taxes totaling approximately \$56.804 million.



MQ EVENT LOCAL TAX GENERATION
STATE OF ARIZONA RESTAURANT SALES TAXES

STATE RESTAURANT SALES TAXES
FIRST 10 YEARS

\$16.83 M

STATE RESTAURANT SALES TAXES
TOTAL PROJECTED COLLECTIONS

\$119.52 M

With Mosaic Quarter's event-driven restaurant spending projections as a benchmark, a total of \$16.83 million of restaurant sales taxes will be generated for the State of Arizona during the first 10 years of Phase I operations. In the aggregate, MQ Iceplex and MQ Field House event-driven, restaurant-related spending is projected to generate State of Arizona restaurant sales taxes totaling approximately \$119.52 million.

FINANCIAL

While Mosaic Quarter will provide accessible recreation and entertainment benefiting the entire community, the results it generates for Pima County, itself, take a slightly different form. From the financial perspective, it's important that Mosaic Quarter has a positive, accretive impact to and for Pima County while avoiding certain types of negative impact. Mosaic Quarter's financial impact is best illustrated by examining 14 separate aspects of its financial structure.



FINANCIAL IMPACT NO COUNTY FINANCIAL CONTRIBUTION

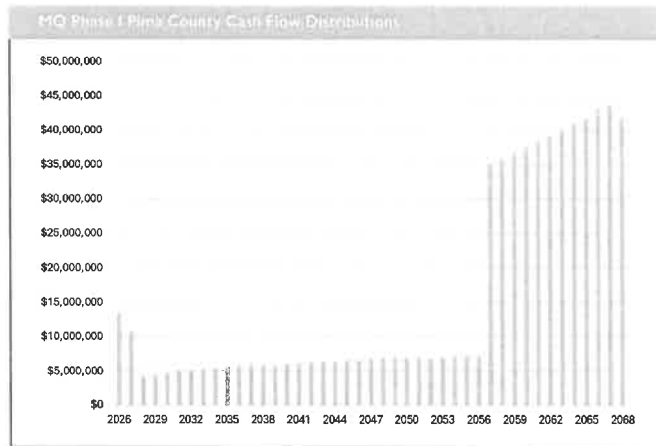
Although Pima County receives a majority of the cash flow generated by Mosaic Quarter, it does so without any financial contribution to Mosaic Quarter's construction or operations. There are no bonds or debt being issued by Pima County in support of Mosaic Quarter. No taxes are being levied in order to cover the costs of Mosaic Quarter's construction or operation. There are no financial "sweetheart deals" for Mosaic Quarter such as property tax discounts or abatement, tax increment financing, ground rent discounts, etc. 100% of the cost of developing, constructing and operating Mosaic Quarter is borne by Mosaic Quarter Development and Knott Development.



FINANCIAL IMPACT PIMA COUNTY CASH FLOW DISTRIBUTIONS

Under the Master Development Agreement, Pima County is allocated 55% of the net cash flow generated from Mosaic Quarter's non-commercial facilities. This includes MQ Iceplex, MQ Field House, MQ Central Utility Plant, MQ Sportsplex, MQ Stadium and MQ Parking.

Based on Mosaic Quarter's financial projections as to revenue, expense and reserves, Phase I will generate approximately \$673.8 million in County cash flow distributions. This translates to an annual average allocation of \$6.65 million during the 30-year repayment period of Mosaic Quarter's debt. During the term of the Master Ground Lease (including the period after Mosaic Quarter's debt has been repaid), the average annual distribution to Pima County is \$15.67 million.



"After a thorough independent review of the assumptions used to develop the projected operating revenues and expenses of the proposed Mosaic Quarter project, it has been determined that the methodology employed in forecasting said revenues and expenditures is well-founded, the assumptions align closely with established data and expectations, and no substantial risk that would materially impact the project's financial projections was identified."

Rounds Consulting Group
Independent review of Mosaic Quarter financial projections



FINANCIAL IMPACT
REVENUE DIVERSIFICATION & BALANCE

Mosaic Quarter's diverse programming and service revenues significantly contribute to the project's financial stability and flexibility. The diversification strategy has resulted in the average share of gross revenues from a program or service equating only 0.55% of total estimated revenues. Mosaic Quarter management can redesign, eliminate or replace an activity or service without adversely impacting the project's annual financial performance. In like fashion, excessive dependence on contractual revenue can disrupt a project's economic performance. This occurs when one or more of a series of facility use contracts is responsible for an appreciable portion of overall project revenue. The failure of any portion of one or more contracts primarily accountable for meeting financial obligations can be disastrous. Mosaic Quarter avoids this pitfall with its diversification strategy when developing programming and services.

183 BUSINESS REVENUE LINES

0.55% GROSS REVENUE PER BUSINESS LINE

MQ Iceplex and MQ Field House are comprised of 183 separate lines of business revenue. Each source of revenue represents, on average, 0.55% of total annual gross revenues. Mosaic Quarter's programming diversity is intentional and in tune with programming interest expressed by the community. Diversity in programming share of gross revenue ensures that no single line of programming can cannibalize overall financial performance. In other words, low participation rates in one program cannot materially affect Phase I's financial performance.

39 TYPES OF RECREATIONAL PROGRAMMING

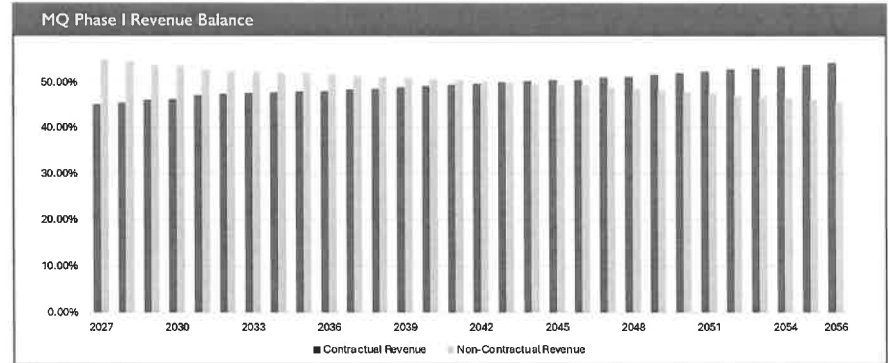
153 RECREATIONAL ACTIVITY OFFERINGS

\$16 AVERAGE COST PER ACTIVITY SESSION

To ensure community accessibility and further promote revenue diversity, Mosaic Quarter's business is not premised on leasing space to exclusive private club sports programs. Among its varied revenue sources are 39 types of à la carte programming which consisting of 153 separate recreational offerings available to the general public. And with an average activity session cost of \$16, MQ Iceplex and MQ Field House programming is accessible to a broad spectrum of the community.

In addition to diversification, revenue source balance plays an important role in the financial stability of facilities such as MQ Iceplex and MQ Field House. The risks associated with revenue balance are most often manifested in the levels of contractual vs. non-contractual revenue. On the one hand, should one or more contracts for facility use comprise a significant share of gross revenue, the termination of, or inability to collect revenue from, those contracts has the potential to materially disrupt financial performance. On the other hand, if non-contractual sources of revenue (i.e., open recreational programming dependent on a la carte public participation) comprise the vast majority of gross revenue, financial stability can be easily disturbed due to, for example, public opinion, programming malaise and economic downturn.

The solution is to maintain a balance between both forms of revenue. Phase I revenue is appropriately balanced between contractual and non-contractual revenue with an average ratio of 49.71% contractual and 50.29% non-contractual revenue. The following chart demonstrates the contractual vs. non-contractual revenue split each year during the term of the Master Ground Lease.



When balanced revenue sourcing is combined with significant revenue source diversity, financial stability and flexibility ensues.

A good example is programming malaise – one form of recreational, à la carte programming is no longer popular. In this event, at an average share of gross revenue equal to 0.55%, Mosaic Quarter management has the flexibility to redesign, eliminate or replace the activity without adversely impacting financial performance.

In like fashion, excessive dependence on contractual revenue is capable of disrupting financial wherewithal. This is apt to occur to the extent that one or a series of facility use contracts is responsible for an appreciable portion of overall revenue. The failure of any portion of one or more contracts largely responsible for meeting financial obligations can be disastrous. Mosaic Quarter avoids this pitfall in two ways:

45.1% CONTRACTUAL REVENUE LOW POINT

54.4% CONTRACTUAL REVENUE HIGH POINT

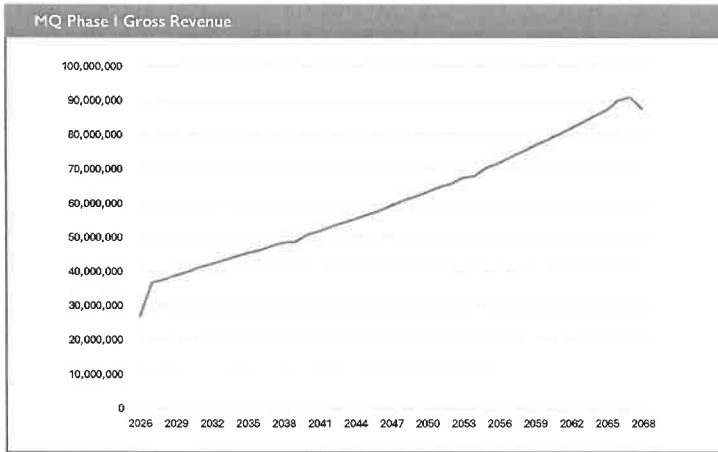
Although MQ Iceplex and MQ Field House contractual revenue provides consistency for a portion of gross revenue, it is not capable of destabilizing financial performance. Moreover, even though producing nearly \$10 billion in community impact, travel sports contractual revenue represents less than 12% of overall gross revenue.

11.6% TRAVEL SPORTS GROSS REVENUE RATIO



FINANCIAL IMPACT REVENUE GENERATION

With programming composition constructed in a manner to avoid financial disruption, Mosaic Quarter is able to generate stable and progressive revenues. Starting with 2026 projected revenue of approximately \$26.94 million and progressing to approximately \$91.14 million during the term of the Master Ground Lease, Mosaic Quarter's balanced programming delivers an average of \$60.85 million annually.



Revenue projections, however, are not made in a vacuum. They are methodically based on contractual relationships stabilized with à la carte programming catering to expressed community desires and financial demographics. The result is a revenue plan that provides flexibility and an established operating framework that responds to event and/or community-driven change.

"Given a margin of error of 5%, we can state with 95% confidence that actual revenues will lie within an interval that ranges from 5% below the projected value to 5% above the projected value."

Rounds Consulting Group
Independent review of Mosaic Quarter revenue projections



FINANCIAL IMPACT OPERATION & MANAGEMENT EXPENSE

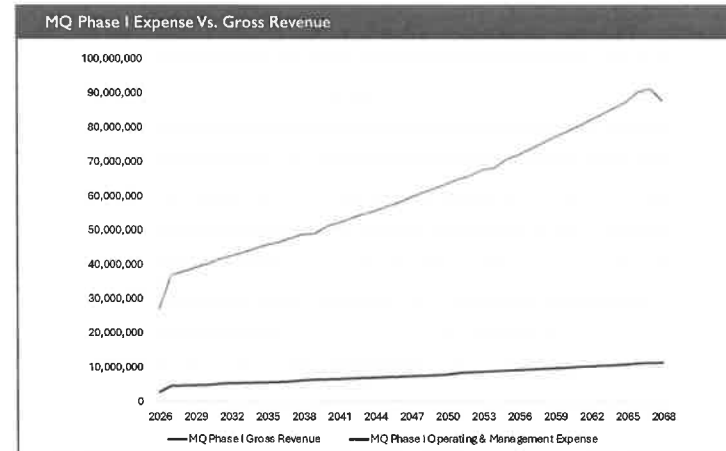
Mosaic Quarter focuses heavily on four core principles of operations and management: seasoned and sound management of facilities and programming; employment of personnel from the community; providing corporate growth opportunities to our local employees; and avoiding non-local recruitment of staff where costs and community relations could otherwise be compromised.

Edge Sports Group has been retained to provide facilities and programming management. With ownership and operation of 12 analogous developments, Edge Sports Group brings 15 years of facility operations to Mosaic Quarter. Moreover, the demonstrated capability to manage both elite and recreational sports programming makes Edge Sports Group the ideal partner to lead Mosaic Quarter's athletics programming team.

While facility management and operations are, themselves, important, we believe that the method of doing so matters. Only three senior management roles will be occupied by Edge Sports Group personnel. All other staff positions will be locally sourced. In addition, staff members will be employed by Mosaic Quarter with management guidance and training provided by Edge Sports Group. This employment method promotes upward mobility as local employees ultimately graduate to higher management and responsibility roles. Our premise and goal to train the next generation of Mosaic Quarter management from the local community via the seasoned experience Edge Sports Group provides. Functionally, it likewise avoids community alienation and the economic pitfall associated with staffing through relocation of Edge Sports Group personnel from other sites.

In addition to the inherent benefits associated with community involvement, staffing locally imparts sound expense management. Relocating a significant number of staff from other geographic regions is a costly endeavor, both in the short and long-term. This method likewise means community based and knowledgeable staff will serve as the face of Mosaic Quarter, further fulfilling our Community guidepost and enhancing the guest experience.

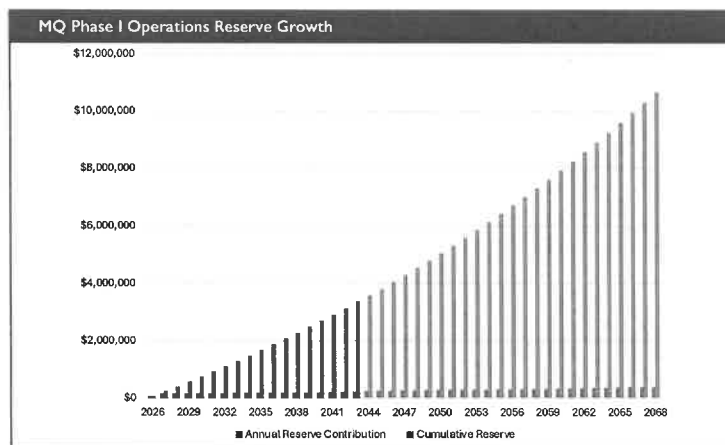
The result is simultaneously achieving responsible operations expense management and community enhancement without compromising service or facility function. Demonstrable of this tenet is the percentage of gross revenue used for operations and management expense. Phase I operating and management expenses (including the operating reserves discussed below) equate to approximately 12% of gross revenue which enhances Mosaic Quarter's financial stability.





FINANCIAL IMPACT OPERATIONS RESERVE

Mosaic Quarter's expense-to-gross revenue ratio includes an established operations reserve equal to \$0.50 per gross square foot of Phase I facilities operating space (the "Operations Reserve"). Between MQ Iceplex, MQ Field House and MQ Central Utility Plant, Phase I consists of 319,600 gross square feet of operating space, resulting in a baseline annual Operations Reserve contribution of \$159,800. For the 2026 abbreviated operations year, however, the MQ Iceplex and MQ Central Utility Plant Operations Reserve contribution and the MQ Field House Operations Reserve contribution are pro-rated for the 8-calendar month and 4-calendar month periods, respectively, in which these facilities are in service – with a total 2026 Operations Reserve contribution of \$94,700. Beginning in and continuing after 2027, the Operations Reserve is calculated using the baseline \$159,800 contribution combined with an annual 2% escalation. Operations Reserve growth exceeds \$1 million in 2032, \$3 million in 2042, \$5 million in 2050 and reaches its peak value of \$10.65 million in 2068.



The Operations Reserve is exclusive of direct programming costs (i.e., referees, jerseys/uniforms, sport-specific equipment and other recreational program costs) that are included within customer activity fees. The Operations Reserve is also exclusive of facility fees charged to contract programming partners where janitorial, administrative, set-up, tear-down, event preparation, additional staffing and technology services associated with the contract activity requires these ancillary services to be performed by Mosaic Quarter staff. Finally, agreements for exclusive hourly use of MQ Iceplex or MQ Field House include fees to cover additional related services required of Mosaic Quarter staff and are not included in the Operating Reserve. We refer to these types of excluded costs as "Embedded Costs."

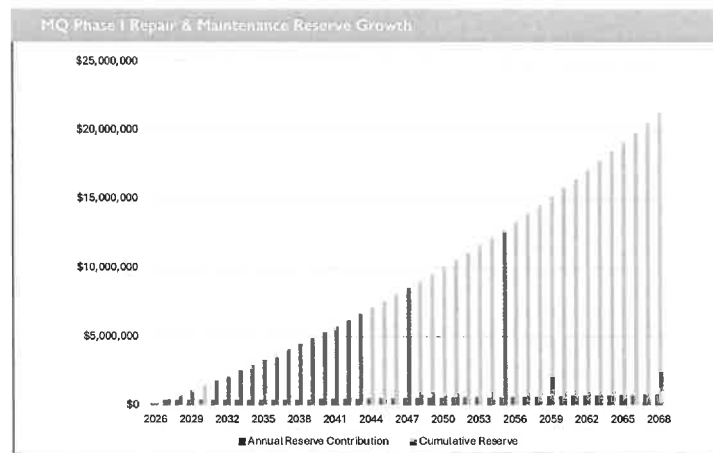
General or specific services to customers where an activity or event includes services, equipment, additional staff or other costs that are not chargeable as Embedded Costs represent additional operating expense not included within any other budget category. Additional operating expense without categorization may include, without limitation, the replacement of basketballs, volleyballs, nets, etc. (sports equipment owned by Mosaic Quarter for offering participation-based activities) where the costs of providing such equipment is not included within Embedded Costs or in the Repair and Maintenance Reserve. These types of expenses are allocated to the Operations Reserve.

In order to arrive at a reasonable annual budget for the Operations Reserve, the Mosaic Quarter team considered programming offerings that are devoid of Embedded Costs. Based on our collective facilities and programming management experience, we determined that \$0.50 per gross square foot with 2% annual escalation was sufficient. To the extent that any calendar year's use of the Operations Reserve is less than that year's contribution, remaining contributions are retained within the Operations Reserve.



FINANCIAL IMPACT REPAIR & MAINTENANCE RESERVE

Mosaic Quarter's expense to gross revenue ratio includes the establishment of a repair and maintenance reserve equal to \$1.00 per gross square foot of Phase I facilities operating space (the "Repair and Maintenance Reserve"). Based on total Phase I gross square footage of 319,600, a baseline annual Repair and Maintenance Reserve contribution of \$319,600 results. For the 2026 abbreviated operations year, however, the MQ Iceplex and MQ Central Utility Plant Repair and Maintenance Reserve contribution and the MQ Field House Repair and Maintenance Reserve contribution are pro-rated for the 8-calendar month and 4-calendar month periods, respectively, in which these facilities are in service – with a total 2026 Repair and Maintenance Reserve contribution of \$106,533. Beginning in, and continuing after, 2027, the Repair and Maintenance Reserve is calculated using the baseline \$319,600 contribution combined with an annual 2% escalation. Repair and Maintenance Reserve growth exceeds \$2 million in 2032, \$6 million in 2042, \$10 million in 2050 and reaches its peak value of \$21.25 million in 2068.

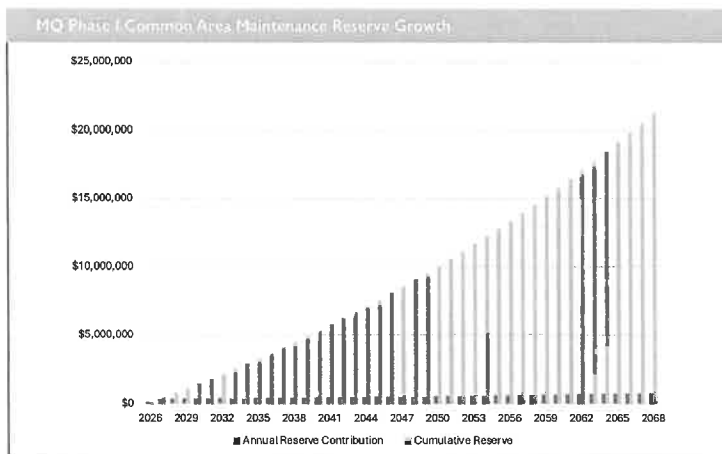


The Repair and Maintenance Reserve addresses MQ Iceplex, MQ Field House and MQ Central Utility Plant repair and maintenance expense costs reasonably expected over time when not covered by insurance or warranty. In part, the Repair and Maintenance Reserve is based on the facilities experience of Edge Sports Group across similar facilities. Separately considered are the newly constructed nature of the Phase I facilities, the durability of selected finishes and the likelihood of short-term annual repair and maintenance work. MQ Central Utility Plant also contributes to the analysis in that it supplants mechanical system air handlers which typically represents a major repair and maintenance item. Lastly, the various levels and terms of warranties associated with equipment and systems are examined. Based on our collective facilities and programming management experience, we determined that the baseline annual contribution combined with a 2% annual escalation was sufficient to meet ongoing facility needs while creating a continuing reserve for future obligations arising as equipment and systems life expectancy wanes without the benefit of warranty coverage. To the extent that any calendar year's use of the Repair and Maintenance Reserve is less than the then that year's contribution, remaining contribution funds are retained within the Repair and Maintenance Reserve.



FINANCIAL IMPACT
COMMON AREA MAINTENANCE RESERVE

Mosaic Quarter's expense to gross revenue ratio includes the establishment of a common area site maintenance and repair reserve equal to \$1.00 per gross square foot of Phase I facilities operating space (the "Common Area Reserve"). Based on total Phase I gross square footage of 319,600, a baseline annual Common Area Reserve contribution of \$319,600 results. For the 2026 abbreviated operations year, however, the MQ Iceplex and MQ Central Utility Plant Common Area Reserve contribution and the MQ Field House Operations Reserve contribution are pro-rated for the 8-calendar month and 4-calendar month periods, respectively, in which these facilities are in service – with a total 2026 Operations Reserve contribution of \$106,533. Beginning in, and continuing after, 2027, the Repair and Maintenance Reserve is calculated using the baseline \$319,600 contribution combined with an annual 2% escalation. Repair and Maintenance Reserve growth exceeds \$2 million in 2032, \$6 million in 2042, \$10 million in 2050 and reaches its peak value of \$21.25 million in 2068.



The Mosaic Quarter campus requires repair, maintenance and upkeep annually in order to provide guests a welcoming and safe environment. The primary drivers of expenses associated with this requirement include campus janitorial services as well as the repair and maintenance of roadways, surface parking lots, sidewalks, hardscape and exterior lighting fixtures. Pursuant to its desert-oriented and minimalist landscape architecture plan, the site may incur slight annual landscaping expenses. Due to their engineering and design, roadways and surface parking lots have been ascribed a 20-year life expectancy, with only minimal annual required maintenance. Sidewalks and hardscape features have been designed and engineered for similar life expectancies. With LED-based design, exterior lighting benefits from an extended life cycle with minimal repair and maintenance. In addition to systems life expectancy, the future completion of Mosaic Quarter Phase II and Phase III impacts the reserve analysis. Similar common area maintenance reserves will be included for these additional development phases. The Phase II and Phase III reserves will bolster the Common Area Reserve collected from Phase I revenue, serving as an additive financial resource for the roadways, sidewalks, hardscape, landscape and exterior lighting systems that ultimately are shared by all Mosaic Quarter development phases.



FINANCIAL IMPACT
SATISFACTION OF FINANCIAL OBLIGATIONS

With independently reviewed and verified revenue, operating expense, reserve and community impact projections, Mosaic Quarter is able to satisfy all of its financial obligations. The chart below provides an aggregate cash flow summary of the entire duration of Phase I. From operating expenses to debt service to property taxes to ground rent, the financial stability offered by Mosaic Quarter's financial structure generates positive, accretive and reliable results for the benefit of Pima County and the community at large.

MQ PHASE I OPERATIONS REVENUE	
MQ ICEPLEX	\$1,701,021,985
MQ FIELD HOUSE	\$918,496,577
TOTAL OPERATIONS REVENUE	\$2,619,518,562
MQ PHASE I OPERATIONS EXPENSE	
MANAGEMENT EXPENSE	\$182,684,169
UTILITIES & INSURANCE	\$81,615,851
RESERVES & CAM	\$53,159,181
TOTAL OPERATIONS EXPENSE	\$317,459,202
PHASE I PROJECT EXPENSES	
DEBT SERVICE	\$1,043,835,012
PROPERTY TAXES	\$7,391,781
GROUND RENT	\$25,513,540
PIMA COUNTY CASH FLOW	\$673,925,465
MOSAIC QUARTER DEVELOPMENT CASH FLOW	\$551,393,562

"After conducting a detailed analysis of the assumptions utilized in the financial projections, including the 5% margin of error in revenue forecasts and the 2% margin of error in expenditure estimates, our firm has found no significant vulnerabilities that would materially impact the project's financial forecasting and includes a manageable level of risk associated with the estimated figures"

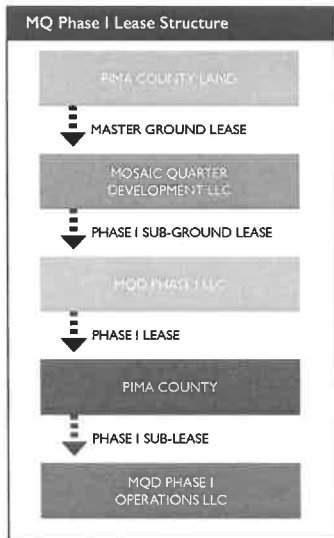
Rounds Consulting Group
Independent review of Mosaic Quarter financial projections



FINANCIAL IMPACT COUNTY LEASE OBLIGATIONS

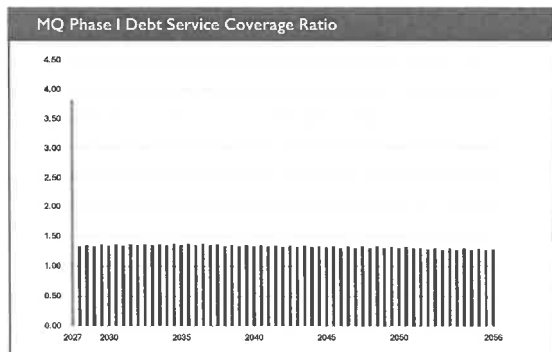
As described in the "Mosaic Quarter Partnership" section of this Development and Operations Plan, Mosaic Quarter's structure is premised on the ground lease of Pima County land. In conjunction with the land lease, and in order to easily allocate MQ Iceplex and MQ Field House cash flow to Pima County, Mosaic Quarter and Pima County will enter into a series of vertically-arranged leases (the "MQ Lease Stack"). These are best summarized by the accompanying lease structure chart.

The MQ Lease Stack is an efficient mechanism for allocation and distribution of Pima County's 55% share of Mosaic Quarter's cash flow. Because the MQ Lease Stack structure imparts a modicum of potential liability to Pima County, 100% of Mosaic Quarter's cash flow is utilized to offset that liability. Even so, the MQ Lease Stack does ascribe to Pima County an obligation to make certain payments within the leases should Mosaic Quarter cash flows be insufficient to cover the required payments. In order to avoid the occurrence of Pima County financial liability, two types of safeguards exist to protect Pima County's financial position. First, under the Master Development Agreement Mosaic Quarter must satisfy certain financial metrics in order to secure Pima County's participation in MQ Lease Stack. Second, proactive fiscal measures have been adopted by Mosaic Quarter and Pima County to withstand economic downturns.



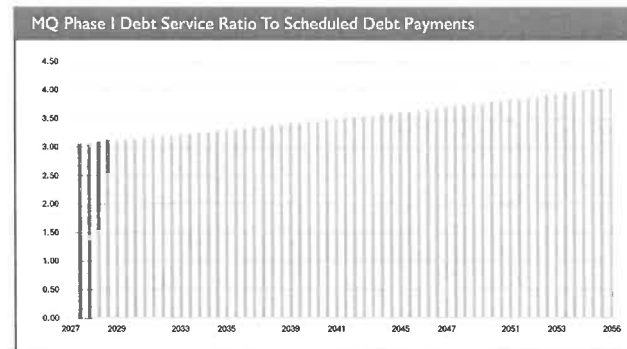
FINANCIAL IMPACT DEBT SERVICE COVERAGE RATIO

Pursuant to the Master Development Agreement, Mosaic Quarter is required to demonstrate a debt service coverage ratio of not less than 1.05. In more practical terms, this means for every \$1.00 of a payment on its debt, Mosaic Quarter must show \$1.05 in current cash flow available. This metric, in part, forms the basis for a realistic projection of Mosaic Quarter's financial soundness and its ability to be self-sustaining from inception. Mosaic Quarter's debt service coverage ratio exceeds the required minimum by 30.48%, with an average annual ratio of 1.37.



FINANCIAL IMPACT MOSAIC QUARTER DEBT SERVICE RESERVE

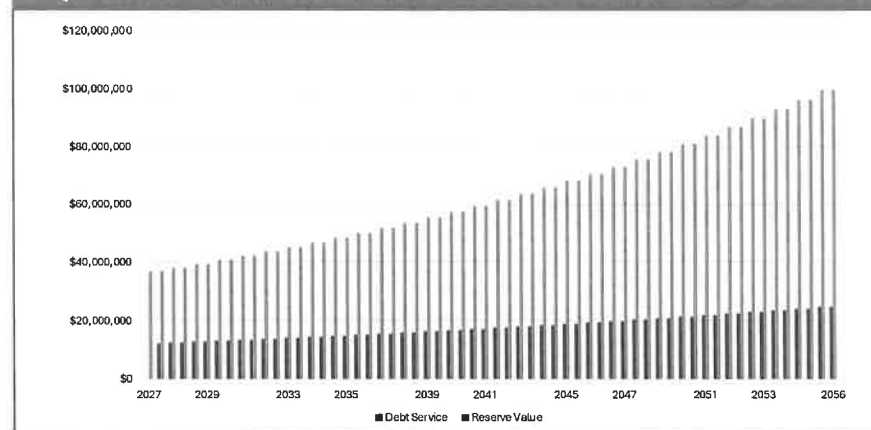
While demonstrating sufficient cash flow available for each payment of debt serves as validation of operational wherewithal, Mosaic Quarter is also required to show meaningful reserves capable of managing debt service in the absence of adequate revenue. Specifically, the Master Development Agreement requires Mosaic Quarter to demonstrate reserves equal to 3X each debt payment over its financing's 30-year repayment period. Mosaic Quarter exceeds the minimum reserve requirement in each year of debt service.



To do so, a debt service reserve in the initial amount of \$36.7 million will be established (the "MQ Debt Service Reserve"). As a part of the MQ Lease Stack, Mosaic Quarter has committed to supplement the initial amount of the MQ Debt Service Reserve in a manner that maintains a 3:1 ratio of reserves to scheduled debt payments. The value of the MQ Debt Service Reserve is tested semiannually in advance of a schedule debt payment to ensure that the MQ Debt Service Reserve is adequately capitalized.

In total, Mosaic Quarter will provide, maintain and manage through the use of various AA and AAA-rated securities and investment contracts approximately \$100 million within the MQ Debt Service Reserve. As a result, the MQ Debt Service Reserve is sufficient to not only meet the Master Development Agreement's requirements, but address unmitigated long-term shortfalls in revenue that would otherwise compromise the ability to satisfy debt obligations.

MQ Debt Service Reserve Value





FINANCIAL IMPACT
MOSAIC QUARTER CASH FLOW RESERVE

In addition to Master Development Agreement-required measures, Mosaic Quarter will utilize its substantial allocation of cash flow to create an additional debt service reserve (the "MQ Cash Flow Reserve"). The MQ Cash Flow Reserve harnesses the benefits associated with a structural element within Mosaic Quarter's financing that reduces operational risk.

MQ Iceplex and MQ Central Utility Plant open in May 2026. MQ Field House opens in September 2026. However, there are no payments due under Mosaic Quarter's financing until September 2027. This aspect of its financing provides Mosaic Quarter with a time cushion, if necessary, to generate cash flow sufficient to meet debt repayment obligations.

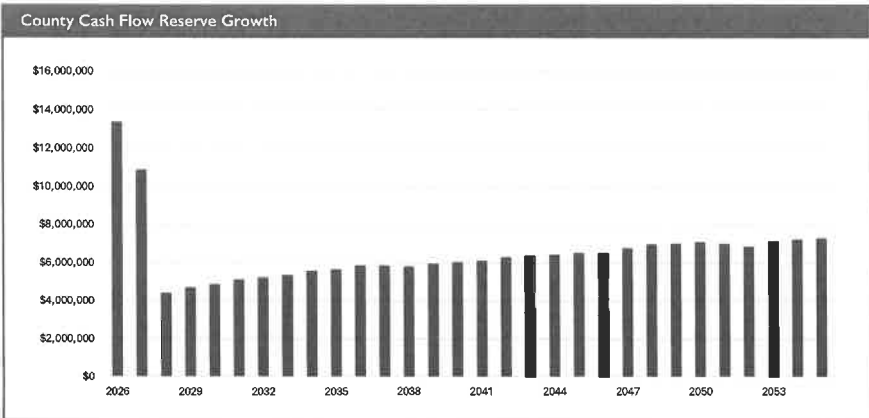
Based on the independent review of Mosaic Quarter's financial projections, though, it is unlikely that any excess initial cash flow from 2026 and the majority of 2027 will be needed to buttress debt payments. As a result, Mosaic Quarter will receive approximately \$19.68 million in free cash flow during the period that precedes the commencement of debt service. In order to further fiscally protect Mosaic Quarter, all excess cash flow generated during this period will be maintained as the MQ Cash Flow Reserve. The MQ Cash Flow Reserve will stand until released by Mosaic Quarter's lender, serving to mollify any future financial impediment to the satisfaction of debt service obligations.



FINANCIAL IMPACT
COUNTY CASH FLOW RESERVE

In addition to the MQ Debt Service Reserve and the MQ Cash Flow Reserve, Pima County will retain 100% of its Mosaic Quarter cash flow allocations as a reserve to support its payment obligations under the MQ Lease Stack (the "County Cash Flow Reserve"). The purpose of Pima County Cash Flow Reserve is to remedy a situation where Mosaic Quarter revenues decline leaving Pima County obligated to directly fund its lease commitments in the absence of sufficient Mosaic Quarter cash flow allocations.

Pima County Cash Flow Reserve includes all Mosaic Quarter cash flow allocations from 2026-2056. As a buffer to County direct payment obligations, the Pima County Cash Flow Reserve is only tapped upon the exhaustion of the MQ Cash Flow Reserve and the MQ Debt Service Reserve. At peak capitalization, the Pima County Cash Flow Reserve will equal approximately \$199.65 million.



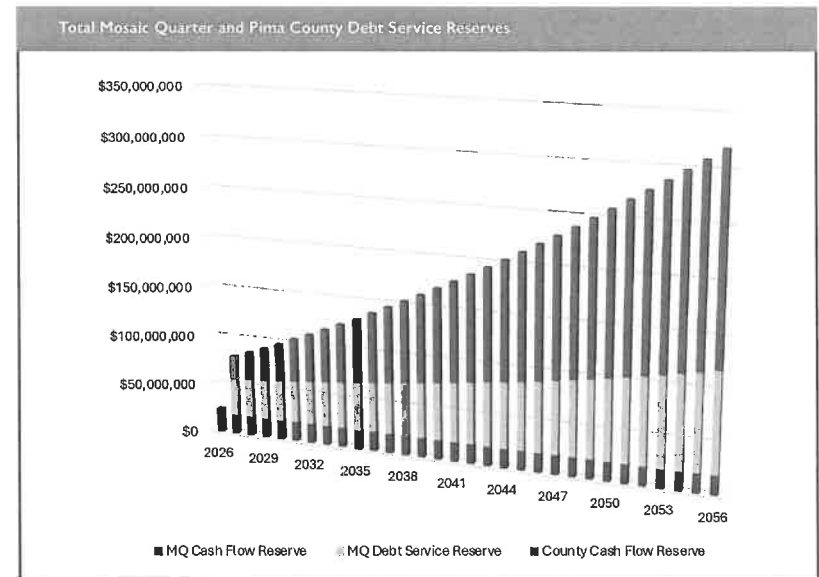
FINANCIAL IMPACT
COUNTY BUDGET RESERVE

As a means of avoiding County-direct payments within the MQ Lease Stack, Pima County is seeking approval to budget a \$10 million reserve from its general account (the "County Budget Reserve"). The intent of the Pima County Budget Reserve is to provide additional time to resolve, if any ever occur, financial impediments to Mosaic Quarter cash flow addressing all MQ Lease Stack financial obligations. The Pima County Budget Reserve will only be utilized after the exhaustion of the MQ Cash Flow Reserve, the MQ Debt Service Reserve and the Pima County Cash Flow Reserve.



FINANCIAL IMPACT
TOTAL DEBT SERVICE RESERVES

In combination, the MQ Cash Flow Reserve, the MQ Debt Service Reserve and the Pima County Cash Flow Reserve provide a meaningful benefit to Mosaic Quarter and Pima County – time to react to unexpected, substantial and/or persistent economic downturns. Time to modify or supplement programming to better meet community desire. Time to mitigate a turn of events causing direct County funding of its MQ lease Stack obligation.





MASTER DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT

Our Master Development Agreement (MDA) with Pima County governs our development and use of the Mosaic Quarter site, our relationship with Pima County in our public-private partnership and the governance of the Mosaic Quarter project. The MDA incorporates a multi-step process designed to provide Pima County with transparency on all aspects of Mosaic Quarter, comfort that the development and operations plans are viable and a choice to participate in Mosaic Quarter.



Even with the completion of all three steps, Pima County is still in the position of having the option, not the requirement, to participate in Phase I of Mosaic Quarter. Moreover, throughout the process Pima County has no financial commitment to the design of Mosaic Quarter. The goal of the MDA's tiered process is to enable an informed, reasoned decision regarding Pima County's participation in the Mosaic Quarter public-private partnership. Even with a decision to participate, Pima County has no financial obligation to contribute towards the construction of Mosaic Quarter.

Although the three-step process only addresses Phase I of Mosaic Quarter's development plan, it will be repeated for the development of MQ Sportsplex (Phase II) and the development of MQ Stadium and MQ Parking (Phase III). In each instance, the MDA requires the three-step process for Pima County participation.

PREDEVELOPMENT PHASE STEP 1

During the initial phase of the development process ("Predevelopment Phase"), Mosaic Quarter has finalized all development, construction and operational aspects of MQ Iceplex, MQ Field House and MQ Central Utility Plant. In conjunction with these deliverables, Mosaic Quarter has prepared a Development Overview covering all aspects of Phase I of the Mosaic Quarter development plan. Our Development Overview includes this updated business plan, refined construction and development budgets, facility operating budgets, use agreements obtained for MQ Iceplex, MQ Field House and MQ Central Utility Plant, the proposed Pima County-Mosaic Quarter lease documents and annual financial projections for the life of MQ Iceplex, MQ Field House and MQ Central Utility Plant. With the conclusion

of this predevelopment work, our Development Overview demonstrates the construction and operational viability of MQ Iceplex, MQ Field House and MQ Central Utility Plant.

The significant costs of the predevelopment phase have been borne entirely by Mosaic Quarter, without any financial contribution from Pima County.

DETERMINATION PHASE STEP 2

With the release of this updated Development and Operations Plan and the delivery of the Development Summary, Pima County will begin a detailed review and discussion period with Mosaic Quarter, referred to as our Determination Phase. During this phase, the results of our predevelopment work will be subject to benchmark reviews performed by independent advisors retained by Pima County to confirm not only Mosaic Quarter's financial viability, but the economic benefits and risks posed by Pima County's prospective participation in the project. Integral to this analysis is the determination of Mosaic Quarter's satisfaction of three criteria:

1. Debt service coverage ratio
2. Reserves to debt service ratio
3. Credit rating confirmation

PARTICIPATION CONTINGENCY STEP 3

First, Mosaic Quarter must demonstrate that the amount of cash flow generated by MQ Iceplex and MQ Field House is sufficient to meet its operational expenses, and that it exceeds its debt service payment obligations by a factor of at least 1.05. This is a commercially accepted ratio for privately funded projects that demonstrates the financial viability of operations and credit obligations.

Second, Mosaic Quarter must provide evidence that it will carry financial reserves sufficient to address any lapse in cash flow or extraordinary event delaying the generation of cash flow to meet its debt service obligations. To do so, Mosaic Quarter is obligated to show that at any time it has to make a payment on its debt, there is three times that amount in reserve. This ratio provides comfort that a significantly adverse event, such as the recent pandemic, will not adversely affect Mosaic Quarter or Pima County.

Third, Mosaic Quarter and Pima County must receive confirmation from the credit rating agencies responsible for reviewing Pima County's debt obligations (currently S&P and Fitch) that Pima County's participation in Mosaic Quarter will not impair Pima County's ability to issue bonds and other forms of debt necessary for its routine operations and projects. To obtain this confirmation, Mosaic Quarter has prepared a detailed review package customized for these types of credit rating analyses: it incorporates the Development Overview as well as ratings-specific data and information routinely requested by rating agencies.

MOSAIC QUARTER PARTICIPATION DECISION

Should Mosaic Quarter satisfy each of these criteria, Pima County has two options available for its consideration.

Under the first option, Pima County can elect to participate in the MQ Lease Stack in return for receiving 55% of Mosaic Quarter's net cash flow.

Alternatively, Pima County can elect not to participate in the Mosaic Quarter development. In doing so, Pima County will be obligated to reimburse Mosaic Quarter for up to \$10.5 million of its predevelopment phase costs. If it declines to participate, Pima County must still enter the Master Ground Lease, with Mosaic Quarter granted an additional period of time to reconfigure its financing and proceed with development without Pima County's public-private partnership participation. In doing so, Pima County would forfeit its 55% share of Mosaic Quarter's cash flow.

If Mosaic Quarter does not satisfy the benchmark criteria for Pima County's participation, it has two options. First, Mosaic Quarter may take an additional six months to reconfigure aspects of MQ Iceplex and MQ Field House in order to satisfy the benchmarks. Second, Mosaic Quarter may choose to develop the site without Pima County's participation. In this option, Pima County will not reimburse Mosaic Quarter for any predevelopment expenses, will not receive any share of Mosaic Quarter net cash flows and will have no stake in the project.

"Social Venture Partners (SVP) Tucson exists to end generational cycles of poverty and create a community where every family thrives. With its unique geographic location, ample space, and service demographic (both as an employer and youth sports hub), Mosaic Quarter is a natural strategic partner for SVP Tucson. By providing spaces for parents and children to learn about and access the resources and programs available within our 2Gen Collaboration, Mosaic Quarter will be a hub, not just for sports, but for multi-generational opportunity. The ability to host space for nonprofits to carry out their programming, both individually and collaboratively, will expand the types of programs that can be offered and increase the number of participants.

Due to the unique opportunities presented by the Mosaic Quarter complex, SVP Tucson sees endless possibilities for parents to engage in meaningful educational and economic opportunities that will inevitably benefit the whole family.

We are in support of Mosaic's work because our community deserves accessible and affordable programming for children and caregivers simultaneously, and the Mosaic Quarter will change the reality of what is possible for a large portion of Tucson's families."

*Ciara Garcia, Chief Executive Officer
Social Venture Partners Tucson*



MOSAIC
QUARTER
PARTNERSHIP



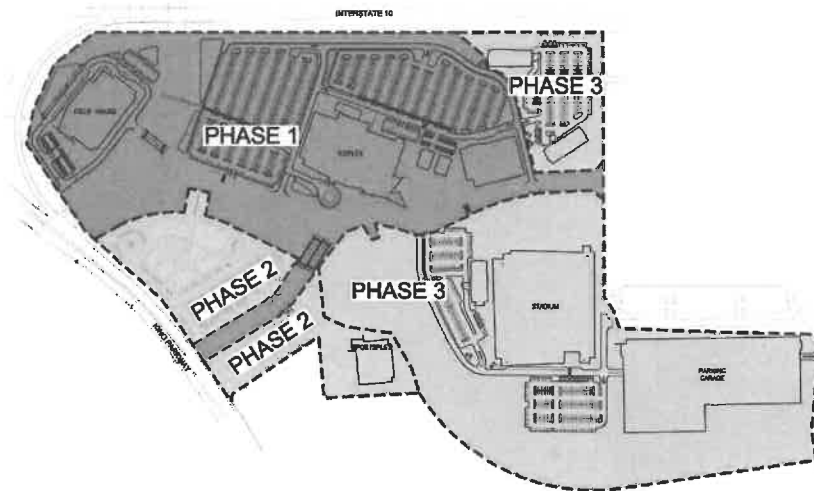
MOSAIC QUARTER PARTNERSHIP

Pima County and Mosaic Quarter Development will enter into a public private partnership to establish Mosaic Quarter. The development of Mosaic Quarter will be split into three phases. While this Development and Operations Plan provides specific details regarding the implementation of Phase I, Phase II and Phase III will be identically structured.

Importantly, our partnership does not involve Pima County providing any form of funding or financing for Mosaic Quarter. Pima County is not responsible for any contributions to the development, construction or operation of any of the Mosaic Quarter facilities. Instead, our partnership provides Pima County with 55% of the net cash flow generated by Mosaic Quarter anchor facilities and turns the entire 90-acre site into a tax-producing property for Pima County, City of Tucson, Tucson Unified School District and associated taxing districts.



MOSAIC QUARTER DEVELOPMENT PHASING



Our partnership includes the master ground lease of Pima County land at the Kino South Complex to create the overall Mosaic Quarter site. Under the master ground lease, Mosaic Quarter Development pays market-rate ground rent as determined by an independent appraisal. The remaining details of the master ground lease are set forth below.

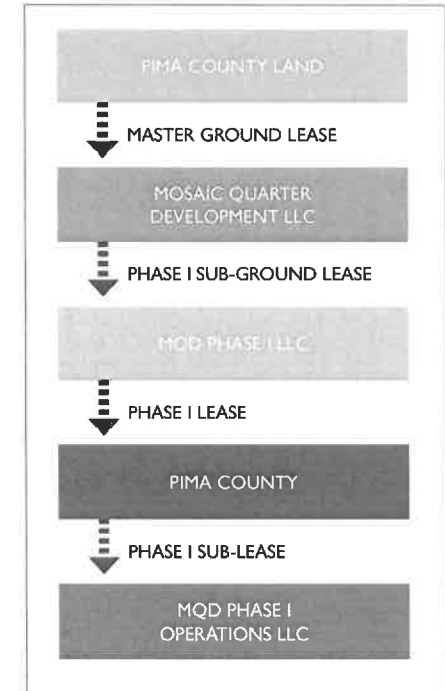
Simultaneous with the master ground lease, Mosaic Quarter Development then sub-ground leases the Phase I-specific portion of the property to MQD Phase I LLC, its Phase I facility ownership subsidiary. Based on this sub-ground lease, MQ Iceplex and MQ Field House will be built. Ultimately, subject to approvals required in the Development Agreement, the same type of sub-ground leases will be used for Phases II and III, with similar Mosaic Quarter Development ownership subsidiaries created for each separate phase. Pima County will lease MQ Iceplex, MQ Field House and MQ Central Utility Plant. These leases are designed to allocate to Pima County 55% of the cash flow generated by MQ Iceplex and MQ Field House. In tandem with Pima County's lease, an operations subsidiary of Mosaic Quarter Development will lease all of Phase I from Pima County. The result is that all operations, repair and maintenance are the ultimate responsibility of Mosaic Quarter Development. The accompanying graphic illustrates the legal structure of this public - private partnership.

MASTER GROUND LEASE

The Master Ground Lease from Pima County to Mosaic Quarter Development leases the portion of the Kino South Complex allocated to the creation of Mosaic Quarter under the MDA. The term of the Master Ground Lease ends 40 years after the completion of Phase III (as presently calculated, this would mean a total ground lease term of 43 years). Under the Master Ground Lease, Mosaic Quarter Development is responsible for all management and operations and improvement of the property.

Pima County is paid market-rate ground rent as determined by independent appraisal. In addition to ground rent, the Master Ground Lease requires Mosaic Quarter Development to contribute at least \$5,000,000 towards Pima County's cost of creating an underpass beneath I-10 to connect the north and south portions of the Kino Sports & Entertainment complex. The Master Ground Lease likewise requires Mosaic Quarter Development to pay property taxes based on the tax rates established by the applicable taxing districts for the property.

At the expiration of the Master Ground Lease, the anchor buildings created for Mosaic Quarter (i.e., MQ Iceplex, MQ Field House, MQ Central Utility Plant) are surrendered to Pima County, without compensation. Thereafter, Pima County owns and operates the anchor buildings.



DISPOSITION OF COMMERCIAL ELEMENTS

Within Mosaic Quarter, a total of three hotels and up to 14 restaurants will be developed. Under the master ground lease, Mosaic Quarter Development has an option to purchase the land on which our restaurants and hotels are built. The purchase price payable by Mosaic Quarter Development will be based on the then-current market value for each parcel. Independent appraisals for each commercial parcel will be obtained to determine the fair market value to be paid to Pima County.

PHASE I SUB-GROUND LEASE

Mosaic Quarter Development will sub-ground lease the Phase I-specific portion of the property to a facilities ownership subsidiary, MQD Phase I LLC. This sub-ground lease accommodates Mosaic Quarter's financing structure.

PHASE I LEASE

Simultaneously with the Phase I sub-ground lease, Pima County will lease the Phase I anchor buildings from MQD Phase I LLC. In what is known as a "triple net lease," all rights associated with Phase I's anchor buildings are transferred to Pima County. The term of the lease is 30 years. It is within the Pima County lease that provisions exist to allocate and distribute 55% of the net cash flow generated by Phase I (with the same function included in the future Phase II and Phase III leases).

PHASE I SUBLEASE

In concert with Pima County lease of Phase I, Pima County will sublease the Phase I anchor buildings to a Mosaic Quarter Development operations subsidiary, MQD Phase I Operations LLC. Identical to the Phase I lease, the Phase I sublease is a triple net lease that transfers all rights and obligations with the management, operation, repair and maintenance of the Phase I anchor buildings back to Mosaic Quarter Development. The term of the Phase I sublease is 30 years.

DEVELOPMENT OF COMMERCIAL ELEMENTS

Performed in lockstep with Phase I, Phase II and Phase III, but not part of our partnership with Pima County, Mosaic Quarter Development will sub-ground lease other portions of the property to develop up to 14 restaurants and three hotels. To round out Mosaic Quarter, four restaurants will open with Phase I and up to 10 restaurants will be unveiled with Phase II, while three hotels will commence operations with the opening of Phase III. Under the master ground lease, Mosaic Quarter Development has an option to purchase the land on which our restaurants and hotels are built. The purchase price for these parcels will be based on the then-current market value. Independent appraisals for each commercial parcel will be obtained to determine the amount to be paid to Pima County.

LEASE ECONOMICS

While the MQ Lease Stack is best understood looking from a top-down view (ownership at the top and operations at the bottom), the opposite is true for the economics and function of the lease structure. Here, we start with anchor building operations and move upwards to ownership.

In essence, each lease within the MQ Lease Stack is a pass-through obligation where net cash flow generated by MQ Iceplex and MQ Field House are passed upwards through the lease payment mechanism. These payments are used to cover debt service, property taxes and ground rent. After all formal obligations have been satisfied, the lease structure ensures that Pima County and Mosaic Quarter Development split remaining net cash flows on a 55% and 45% basis, respectively.

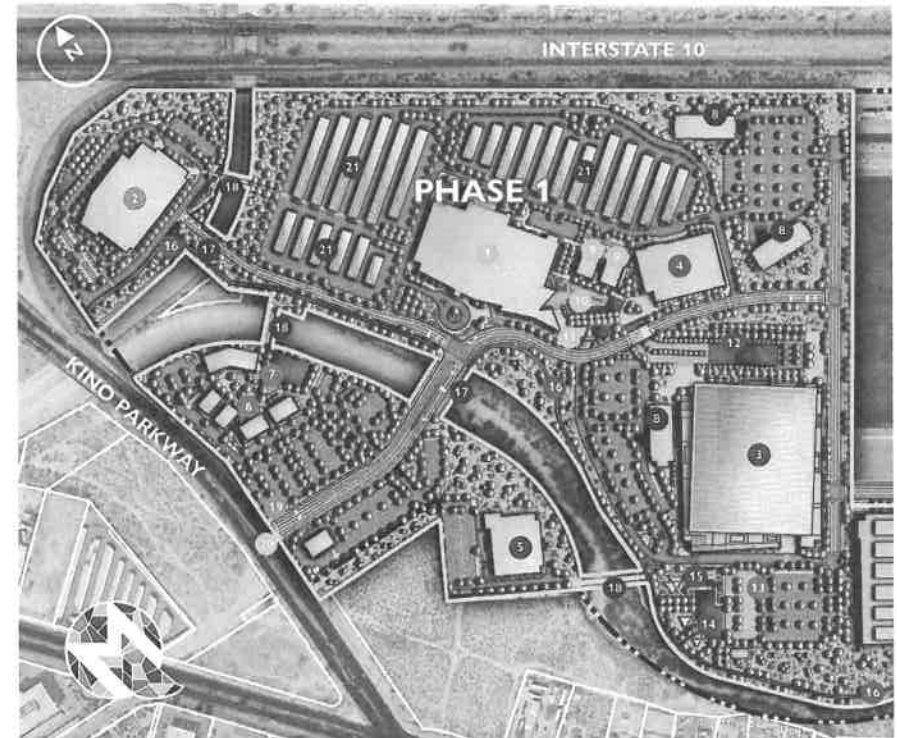
Monthly Sublease Rent. Under the Phase I sublease, all Phase I net cash flow is paid as rent to Pima County. Payments occur every month. The payments are aggregated for three months until Pima County has a rent obligation under the Phase I lease.

Quarterly Lease Rent. On a quarterly basis, Pima County uses the rent collected under the Phase I sublease to make its own rent payment under the Phase I lease. Rent collected, and payable, by Pima County is equal to the debt service owed by Mosaic Quarter Development and MQD Phase I, applicable property taxes and ground rent. Of the remaining balance retained by Pima County from collected Phase I sublease rent (the Phase I net cash flow), Pima County keeps 55% and pays the remaining 45% to MQD Phase I as cash flow rent.

Semiannual Sub-Ground Lease Rent. Every six months, MQD Phase I takes rent collected from Pima County to make debt service payments. From the remaining balance, ground rent and cash flow rent are paid to Mosaic Quarter.

Annual Master Ground Lease Rent. After satisfaction of Mosaic Quarter's debt service, Mosaic Quarter Development remits ground rent to Pima County under the master ground lease and retains any remaining Phase I net cash flow. Ground rent payments are made twice annually.

MOSAIC QUARTER PHASE I

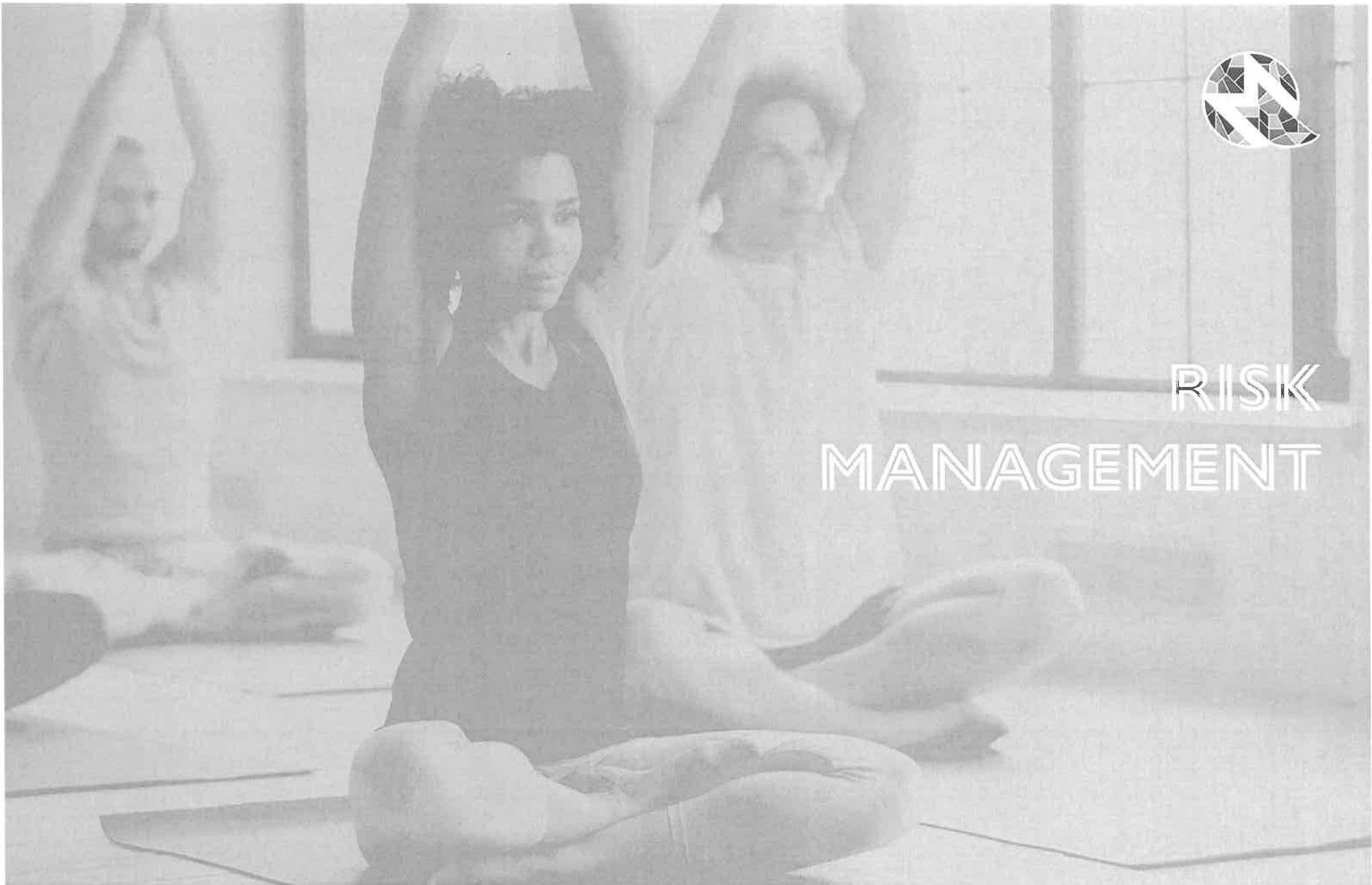


"What I appreciate about this development plan is the creation of the Mosaic Foundation. There are far too many underserved youth in our region and this foundation will open doors to possibilities and experiences that they would never have the opportunity to pursue on their own. This foundation will take the financial burden off parents allowing for family finances to be distributed to priority household needs while still allowing children to participate in sports and develop their skills for possible future scholarship opportunities."

*Pima County Resident
Public Comment to the Board of Supervisors*

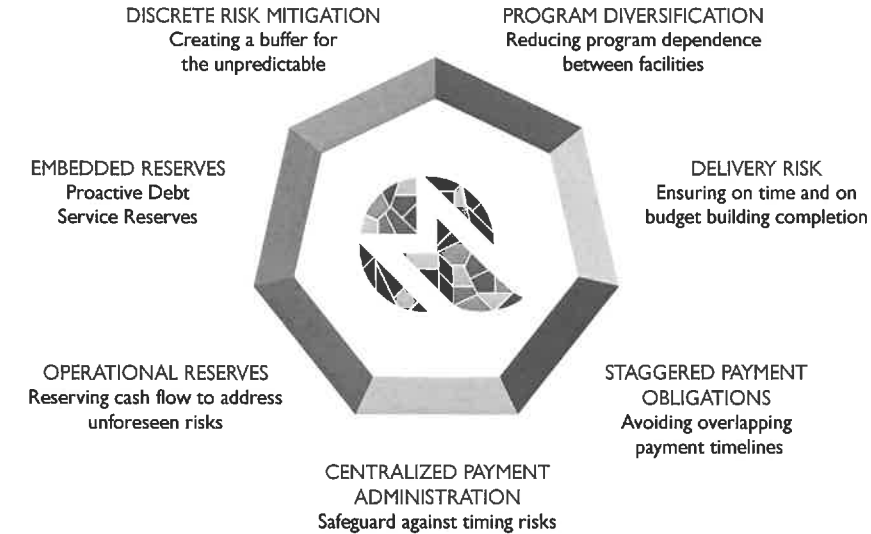


RISK
MANAGEMENT



RISK MANAGEMENT

With any real estate development, protection against financial risk is paramount. This is especially true within a public-private partnership setting where risks to a municipal partner require overt attention. While the penultimate financial risk is debt service failure, there exist underlying aspects of a development's structure and business operations that can prematurely and negatively influence financial performance. To ensure it remains financially sound, Mosaic Quarter employs a multifaceted set of financial risk mitigation strategies. These involve conscious choices and specific tools that work to mitigate both isolated and systemic risk.



PROGRAM DIVERSIFICATION

In a multi-facility development such as Mosaic Quarter, linking programming between buildings in a supportive manner serves an important role with positive financial and operational outcomes. Extreme facility linkage, where one building is dependent on another for its programming and financial existence, however, has an opposite effect. Without independent, core programming per building, a development self-creates systemic financial risk by artificially creating excess capacity that cannot be met. Mosaic Quarter's operational design avoids undue intra-building reliance. In the case of Phase I, MQ Iceplex and MQ Field House offer distinctly different core programs. Linkage between these buildings only occurs in an event-based supportive manner to enhance the site-wide business plan.

MQ Iceplex's core function is to offer a diverse array of ice sports activities. The central mission of the MQ Field House is to make available indoor sports, fitness and recreational activities, regardless of the playing surface. In each case, the

facilities' core programming is independent and financially sustainable without reliance on the other. This leads to balanced revenue generation per building and, therefore, reliable contribution towards Mosaic Quarter's required debt service payments.

Where building linkage does occur, it does so in a manner that affords MQ Field House with supplemental business opportunities. With the availability of rentable flooring systems to temporarily cover MQ Iceplex rink surfaces, the MQ Field House is able, when desired and needed, to expand its tournament footprint. For example, adding multiple basketball, volleyball or pickleball courts to attract larger, more prestigious tournaments. This type of building linkage generates additional revenue and adds to MQ Field House's economic development impact while simultaneously supporting MQ Iceplex by monetizing otherwise unused and available ice surface time.

DELIVERY RISK

The initial risks facing any development project are those of timing and on-budget completion of facilities. Delayed completion translates to postponed revenue in the face of a firm debt service schedule. Exceeding an approved construction budget, routinely by change order, erodes revenue through additional financial burdens. Together, these factors add risks associated with long-term viability. Mosaic Quarter solves these issues by using an innovative completion guaranty structure with its design builder.

Our completion guaranty differs from other routine examples where change order risk persists due to, for example, labor and materials market conditions. Under Mosaic Quarter's firm pricing version, no change orders are permitted unless Mosaic Quarter itself opts to step outside the scope of the plans and specifications on which the guaranteed price was set. This, in combination with our design builder's robust balance sheet and ability to absorb contract/cost differentials, ensures budget stability.

While timely completion is a material issue for a speculative development, it is paramount for Mosaic Quarter due to its already committed user base. Our facility partners are reliant on a prescribed activity schedule tied to facility completion that absolves them of financial responsibility until construction completion. To remedy this risk, Mosaic Quarter's completion guaranty likewise features a timing guaranty: should MQ Iceplex or MQ Field House completion be delayed, associated losses of revenue are reimbursed to satisfy Mosaic Quarter's debt repayment obligations. Again, the economic strength of our design build partner provides stability where routinely there exists financial chaos.

STAGGERED PAYMENT OBLIGATIONS

In a multi-facility development, each building's internal cash flows are subject to unique variances based on core programming and business models. Specific to Mosaic Quarter, two levels of lease payments must be satisfied from operational cash flows to ultimately fund Mosaic Quarter's debt service. The combination of unavoidable cash flow gaps with simultaneous lease obligations poses an embedded risk to keeping debt service payments current.

To reduce the opportunity for timing risks to develop, Mosaic Quarter employs a staggered payment mechanism between each level of MQ Iceplex and MQ Field House lease structure.

Under this system, rent generated from facility operations is paid monthly to Pima County using 100% of MQ Iceplex and MQ Field House cash flows. Quarterly rent is paid by Pima County to Mosaic Quarter using the combined monthly rental streams received from MQ Iceplex and MQ Field House operations. Mosaic Quarter makes semiannual payments on its debt using combined quarterly rent payments from Pima County. The timing between mandatory rent payments creates a buffer that substantially reduces overall debt service risk at any level of Mosaic Quarter's lease structure.

PHASE I STAGGERED PAYMENT STRUCTURE

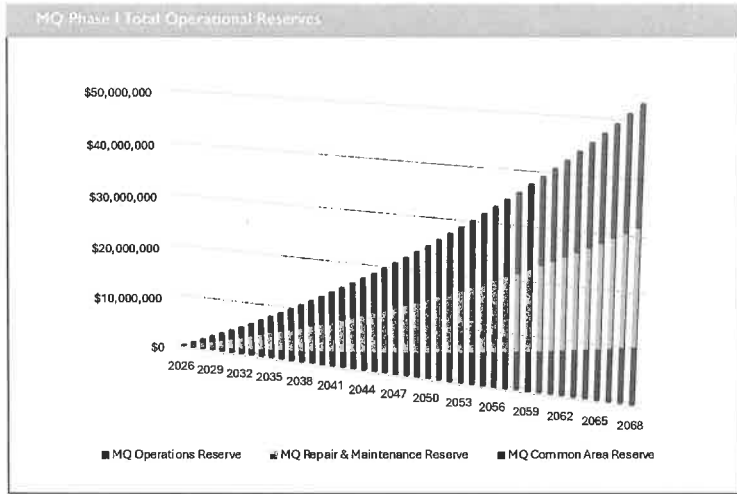


CENTRALIZED PAYMENT ADMINISTRATION

Due to Mosaic Quarter's multilevel lease structure, payments required of multiple parties emanating from the same cash flow streams poses an administrative timing risk. To streamline lease payment and debt service administration, Mosaic Quarter uses a single payment administration methodology. All net cash flow from MQ Iceplex and MQ Field House operations are delivered to a single trustee to manage all Mosaic Quarter payment streams. Instead of relying on multiple individuals to manage each level of lease and debt payments, the trustee manages accounts on behalf of Mosaic Quarter, Pima County and our financing partner to document, transfer, reconcile and report all required lease and debt service payments. Based on the isolation of all collection, payment, reconciliation and reporting administrative functions with the trustee, all payments required under any portion of the Mosaic Quarter lease and debt structure are efficiently managed and tracked. With detailed monthly reporting by the trustee, any insufficient cash flows within the lease structure are identified and reported on a timing basis that precedes required payments of debt service. This enables proactive and frequent monitoring with the ability to address financial and operational issues that could otherwise cause an interruption to scheduled debt payments or that require swift utilization of accumulated reserves.

OPERATIONAL RESERVES

As detailed in the Financial Impact portion of the Community Impact section of this Development and Operations Plan, Mosaic Quarter will maintain several significant reserves related to business and facility operations. The Operations Reserve addresses additional costs beyond Embedded Costs to programming and services. The Repair and Maintenance Reserve addresses expenses reasonably expected to occur over time when MQ Iceplex, MQ Field House or MQ Central Utility Plant repair and maintenance costs are not covered by insurance or warranty. The Common Area Reserve covers costs associated with the upkeep and maintenance of Mosaic Quarter site-related features. In each case (operations, repair and maintenance, common area), without established reserves, any surprise cost has the ability to cannibalize cash flow otherwise required for debt service.



EMBEDDED RESERVES

While Mosaic Quarter’s operational reserves prove robust, they only address excess operational expenses that could erode available cash flow otherwise needed for debt service. To the extent that MQ Iceplex and/or MQ Field House suffer unexpected declines in revenue, additional reserves are required to mitigate the possibility that current cash flows (regardless of the staggered payment system employed between the Mosaic Quarter leases) are insufficient to satisfy debt service obligations.

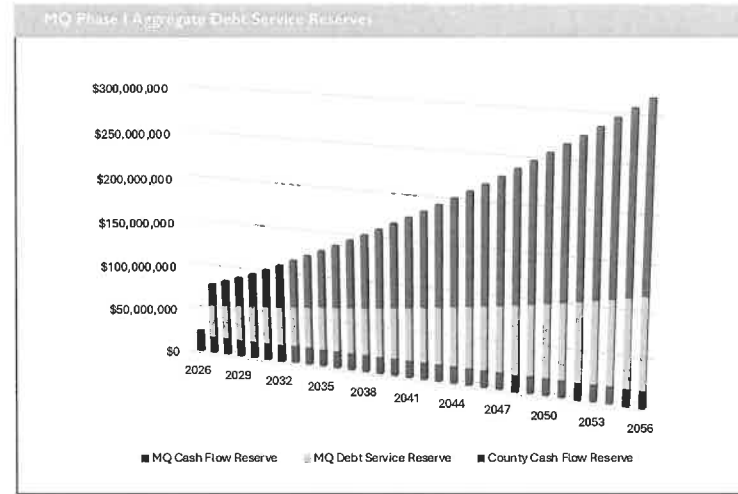
To proactively solve for this possible dilemma, Mosaic Quarter is reserving all of its allocated cash flow for 2026 and 2027 as a cash flow-based debt service reserve. Totalling over \$19.6 million, this reserve stands as the first line of defense to timely debt service payments.

In addition, Mosaic Quarter is required to consistently maintain a liquid reserve equal to 3X its next debt service payment. The initial value deposited by Mosaic Quarter to satisfy this obligation is \$36.7 million. During the 30-year repayment period of Mosaic Quarter’s financing, our liquid reserve grows to approximately \$100 million.

What if Mosaic Quarter’s cash flow reserve and liquid debt service reserve prove insufficient to mitigate a revenue loss that compromises its ability to satisfy debt service obligations from operations cash flow? To address this exacerbated financial predicament, under the terms of our agreements with Pima County, 100% of Pima County’s cash flow distributions from Mosaic Quarter are being reserved to address debt service deficiencies if the Mosaic Quarter reserves are exhausted. Pima County’s cash flow

reserve, totaling over \$199 million, sits as an additional defense against any combination of MQ Iceplex and/or MQ Field House cash flow reduction that would otherwise cause a payment default under Mosaic Quarter’s financing. The Pima County cash flow reserve is strictly composed of prior cash flow allocations to Pima County from Mosaic Quarter. It is not, and does not represent, appropriated funds from Pima County’s general account.

Mosaic Quarter’s cash flow reserve and liquid debt service reserve in combination with Pima County’s cash flow reserve provides a total of \$318.97 million in debt service reserves.



DISCRETE RISK MITIGATION

Staggered payment timing mechanisms, operational reserves and embedded debt service reserves guard against standard reductions in operational cash flow otherwise allocable to debt service obligations. There potentially remain, however, discrete risks applicable to MQ Iceplex and MQ Field House financial performance. For example, pandemic-type operational limitations and shutdowns, economic downturns widely affecting personal spending or material weather-induced business interruptions. These types of events have the potential to create substantive cash flow interruptions and are possibly outside the coverage of currently available business insurance policies. To protect against these unpredictable events, a core financial disruption solution is required.

Because of its experience within the structured finance market, Mosaic Quarter management has expertise with various forms of structured contracts designed to mitigate complex and discrete risks that can defy conventional financial performance defenses. Like catastrophe bonds, parametric contracts are customized “insurance” products to protect against specific financial liabilities generated from customized risk profiles. Parametric contracts address a specific period of debt service upon the occurrence of a chosen covered event. This type of debt service “insurance” is obtained periodically as annual assessments of potential operational threats identify potential then-current vulnerabilities in the satisfaction of near-term debt service obligations. With the use of parametric contracts to address future and presently unknown discrete financial risks, Mosaic Quarter retains a protective tool to further bolster its ability to meet financial obligations.



MQ
TRANSPARENCY

MOSAIC QUARTER TRANSPARENCY

To achieve our shared goals with Pima County for Mosaic Quarter, we have established a transparent partnership that will guide the governance and coordination of Mosaic Quarter. We accomplish this through committees that include representatives from Mosaic Quarter, Pima County, City of Tucson, quasi-government, and local institutions and organizations. Our aim is to drive stakeholder access to information with the ability to provide substantive input for the benefit of Mosaic Quarter, its surrounding communities and the entire Southern Arizona region.



DEVELOPMENT COMMITTEE

The Development Committee will focus on the coordination and execution of Mosaic Quarter's development and construction plan for all amenities set forth in the project's site plan. The committee is comprised of representatives from Mosaic Quarter Development and Kino Stadium District, along with the office manager for Pima County Project Management and the Pima County Deputy Administrator for Public Works. Additional stakeholders may be added to the committee by Mosaic Quarter Development. The committee will conclude work and disband following the completion of Mosaic Quarter Phase III.

OAC GROUP

The Owner Architect Contractor Group, (OAC Group) is comprised of management from Mosaic Quarter Development, Edge Sports Group and the Kino Stadium Director and will meet monthly beginning with the start of MQ Iceplex and MQ Field House construction. The committee serves as a liaison between the OAC Group and its design builder, Hensel Phelps, and the Development Committee. The OAC Group provides the Development Committee with an efficient method of accessing OAC meetings and gathering additional and specific construction-related information for

the Development Committee's review. Additional stakeholders from Pima County's Project Management division may be added to the committee at Pima County's discretion throughout the construction process.

OPERATIONS COMMITTEE

The Operations Committee will review the logistics, scheduling, event management and facility performance of Mosaic Quarter in conjunction with the adjacent Kino South Complex. The committee will begin its meetings at the commencement of MQ Iceplex and MQ Field House construction to review the facilities' operations and scheduling plan. As construction starts on MQ Sportsplex, MQ Stadium and MQ Parking, the committee will conduct initial facility-specific meetings to perform the same initial analysis for MQ Phase II and MQ Phase III. The committee will be comprised of Mosaic Quarter and Kino South Complex management as well as anchor programming representatives from each Mosaic Quarter facility.

As each building opens, the committee will meet quarterly to review—and provide input on—each facility's operating plan and forthcoming event management schedules. In addition to management plan reviews, the committee will assess the

preceding quarterly calendar's facility management schedules and event coordination. Committee members will examine scheduling gaps, utilization rates and review the performance of Mosaic Quarter's support amenities. Likewise, the committee will review facility use-related reports provided by Mosaic Quarter Development in combination with building-specific financial reports to identify areas of fiscal concern (for example, revenue, cash flow, maintenance, etc.) to ensure that efficient identification and remedial action is taken by Mosaic Quarter's management team and partners.

To assure coordination between Mosaic Quarter and Kino South Complex event management functions, the committee will provide guidance to both groups. Expanding beyond a logistics review, the committee's advice will focus on coordination efforts, seamless simultaneous event hosting as well as resident and tourist experiences.

During each meeting, Mosaic Quarter and Kino South Complex management will provide the upcoming calendar's quarterly event schedules. The goal of this review is to identify logistical challenges resulting from simultaneous large-scale events and to make proposed adjustments where indicated to accommodate daily and special event guests.

From a long-term planning perspective, the committee will review the succeeding six months of event scheduling at both Mosaic Quarter and Kino South Complex. This review will focus on advance discussions regarding open schedule blocks to provide preventative monitoring and assessment of any perceived systemic management or event-related issues.

Finally, on an annual basis, the committee will receive a report from Mosaic Quarter and Kino South Complex detailing

use and performance metrics, financial and otherwise, and associated anchor programming by local users. The annual report will also include a preliminary list of event terminations, replacements and any already identified empty schedule blocks.

CAPEX COMMITTEE

The Capex Committee will oversee and review the long-term capital planning needs of Mosaic Quarter's athletic facilities. The committee will be comprised of Mosaic Quarter management and representatives from Pima County's Project Management Office. The committee's function is to assess and review the planning and execution of significant system replacement and other Mosaic Quarter capital expenditure initiatives. The committee's goal will be to ensure the maintenance of Mosaic Quarter in a manner that promotes a seamless transition of the project's athletic facilities to Pima County at the conclusion of the master ground lease.

As a part of its work, the committee will receive a facilities condition assessment report from Mosaic Quarter's consultants that will be updated on a periodic basis. We refer to these plans as "Capex Plans." Within each customary five-year update, the Capex Plan will consider maintenance schedules, equipment failure and repair and providing anticipated capital system replacement financial projections.

The committee will meet on a semiannual basis with its first meeting occurring following the completion of MQ Iceplex and MQ Field House. As Mosaic Quarter completes MQ Sportsplex, MQ Stadium and MQ Parking, each facility will be added to the Capex Plan for continual review.



ECONOMIC DEVELOPMENT COMMITTEE

The Economic Development Committee will review, assess and make recommendations regarding Mosaic Quarter events contributing to local and regional economic development activity. The committee will be comprised of Mosaic Quarter management, representative from Pima County's Project Management, Economic Development and Attractions and Tourism divisions. In addition, Mosaic Quarter will coordinate the involvement of local organizations integral to widespread economic development, including:

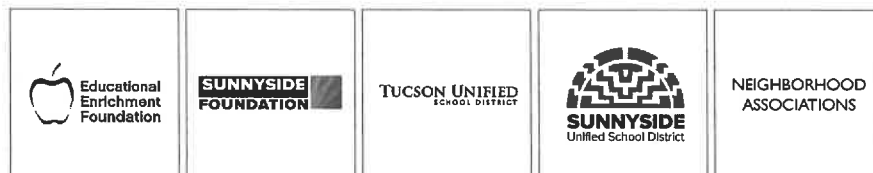


The committee will meet on a quarterly basis following the completion of MQ Iceplex and MQ Field House. As a part of its oversight, the committee will review information and data compiled by the Operations Committee to examine facility and site engagement metrics as well as general tournament, hotel occupancy, tournament participant, retail and dining data generated by Mosaic Quarter. Mosaic Quarter will combine site-based data with that solicited from Visit Tucson, public economic development divisions and chambers of commerce to provide a comprehensive assessment of Mosaic Quarter's overall community impact. With these combined data sources, the committee will maintain a consistent understanding of the aggregate impact of Mosaic Quarter on the local and regional economy.

COMMUNITY ENGAGEMENT COMMITTEE

The Community Engagement Committee will facilitate and evaluate Mosaic Quarter's impact on its surrounding communities through its community-oriented activities and engagement. The committee's oversight will extend to a review of specialized programming established within Mosaic Quarter's athletic facilities and guidance regarding programming outreach to underserved communities for whom the Mosaic Foundation will assist.

With respect to nearby residential communities, at each committee meeting Mosaic Quarter will provide a report consisting of the past calendar quarter's community outreach activities and its own perception of those engagements. Representatives of the communities with whom Mosaic Quarter engaged will be invited to attend the meeting and provide their own impressions and feedback of Mosaic Quarter's engagement. In addition, community representatives will be asked for their suggestions for further engagement and initiatives with whom Mosaic Quarter should consider. Based on community assessments, Mosaic Quarter will refine, expand and modify its community outreach initiatives to ensure it is reasonably meeting the adjacent communities needs with follow-on feedback and assessment from community representatives.



COMMITTEE PERFORMANCE REVIEWS

This partnership committee structure provides a natural mechanism for review and oversight, direct engagement between Mosaic Quarter and Pima County and a proactive method for identifying, addressing and employing lapses within Mosaic Quarter's development and operation.

To the extent that a deficiency associated with performance is identified, Mosaic Quarter will create a remediation plan to address the deficiency within 90 days from when the issue was identified. The remediation plan will be presented to the appropriate committee at its next regularly scheduled meeting and will be subject to review and discussion by the committee.

A final remediation plan will be delivered to the specific committee within 30 days following this review meeting. Once the final remediation plan is established, Mosaic Quarter will continue to work with the appropriate committee until the matter is resolved.

Beginning in 2027, Mosaic Quarter Development will prepare an annual report (calendar year) summarizing the operational, financial, economic development and community engagement performance, including the results of any committee reviews. A summary of any performance deficiencies, the adopted remedial plan and the results obtained will also be included. In addition, the report will include a projection of Mosaic Quarter's performance within each of these categories along with a discussion and analysis of past and projected performance as determined by Mosaic Quarter Development.

The annual report will be reviewed by each governance committee with a final report issued by the end of the second calendar quarter. With the delivery of the final report to each governance committee, Mosaic Quarter will also provide the annual report to the Pima County Administrator for delivery to the Board of Supervisors. Mosaic Quarter will likewise make the annual report available to the public via its website and social media platforms.



"I appreciate your holistic and all-encompassing approach to community engagement. The partnership with our various higher education institutions, such as the University of Arizona and Pima Community College, was carefully and thoughtfully planned. Your focus and newly developed partnerships provide year-round athletic opportunities and create a platform for the arts and sciences through your collaborations with several of our members. You and your team continue to actively engage and support community groups, school districts, nonprofit organizations, and local businesses.

*Karla Moralez
Executive Vice President
Arizona Technology Council*

*Chairwoman, Tucson Hispanic
Chamber of Commerce*



MQ
TEAM



Frank Knott
Chief Executive Officer
Mosaic Quarter Development



Lindsay Welch
Managing Director
Mosaic Quarter Development



Nathan Cassler
Project Engineer
Hensel Phelps



Chris Collins
Vice President, Director of
Business Development
Edge Sports Group



Narvel Weese
Chief Financial Officer
Mosaic Quarter Development



Jesse Aff
Office Engineer
Hensel Phelps



Mary Davis
Account Director
Caliber Group



Brian DeVellis
President
Edge Sports Group



Brian Amarel
Operations Manager
Hensel Phelps



Mandy Betz
Account Coordinator
Caliber Group



Jason Ebe
Legal Counsel
Snell & Wilmer



Jason Findley
Associate Creative Director
Caliber Group



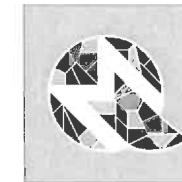
Brian Boland
Vice President
BWE



Daniel Bradshaw
Landscape Architect
The Planning Center



Steve Grauer
Regional Vice President
Hensel Phelps



Chris Hartly
Vice President, Director of
Facilities Edge Sports Group



Andrew Brown
Project Superintendent
Hensel Phelps



Leonard Byrd
South Region-Manager, Business
Development Ameresco



Andrew Honeyman
Business Development
Manager/Sr. Mechanical Engineer
CMTA



Anthony Jeffers
Project Development Director
Hensel Phelps



Merek Kasztalski
Principal Engineer
Ninyo & Moore



Derek Kleckhafer
Field House Project Lead
JLG Architects



Gabrielle Morlock
Legal Counsel
Snell & Wilmer



Fred Narcaroti
Principal, Tucson Office Manager
Ninyo & Moore



Kurt Kinderman
Managing Principal
MBJ



Joe Kroeger
Legal Counsel
Snell & Wilmer



Kent Norcross
Business Unit Leader,
Land Development
Dibble



Paul Penney
Managing Director
CTL Capital



Felipe Ladrón de Guevara
Associate Engineer
Kittelson & Associates



Sean Leintz
Iceplex Project Lead
JLG Architects



Paul Rastelli
Senior Analyst
BWE



Michael Robinson
Legal Counsel
Goulston & Storrs



Rob McCall
Senior Estimator
Hensel Phelps



John Meyen
Senior Estimator
Hensel Phelps



Bill Sanders
Project Superintendent
Hensel Phelps



Marc Schultz
Legal Counsel
Snell & Wilmer



Adam Meyerring
Senior Planner
JLG Architects



Linda Morales
CEO
The Planning Center



Steve Shaw
Executive Vice President
BWE



Julia Staten
Operations Manager
Hensel Phelps



Kerry Stratford
President
Caliber Group



Paul Tummonds
Legal Counsel
Goulston & Storrs



Greg Vega
Vice President
Dibble



Brian M. Vladyka
General Superintendent
Hensel Phelps



Nicole Washburn
Principal Director Operations
JLG Architects



Jessie Way
Marketing Manager
BWE



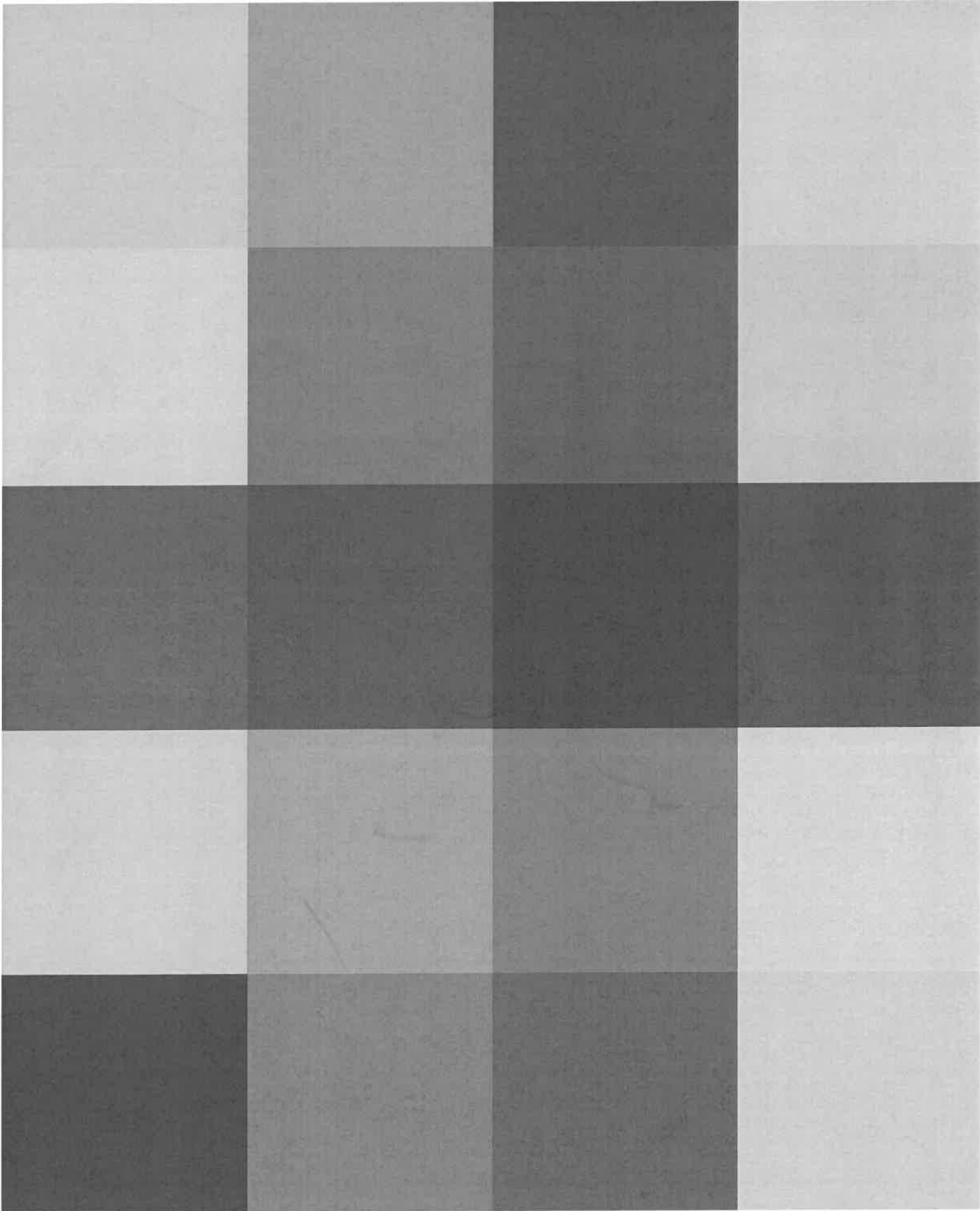
Linda Welter
CEO
Caliber Group



Ted Wright
Senior Project Designer
JLG Architects



Thomas Zarrilli
Managing Director
CTL Capital



Community | Accessibility | Collaboration

EXHIBIT D

PHASE I GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF
AMENDED AND RESTATED MOSAIC QUARTER PHASE I GROUND LEASE

EXHIBIT E

MQ PHASE I PREMISES

**EXHIBIT "C"
LEGAL DESCRIPTION
FOR
B1 PARCEL**

A PARCEL OF LAND SITUATED IN A PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1609.74 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 452.35 FEET TO A POINT ON THE SOUTHERLY LINE OF TUCSON DIVERSION CHANNEL AS DESCRIBED PER DOCKET 4629, PAGE 180 AND DOCKET 776, PAGE 416, RECORDS OF PIMA COUNTY ARIZONA, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTHERLY CHANNEL LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 54 DEGREES 24 MINUTES 36 SECONDS EAST A LENGTH OF 242.73 FEET, WITH A RADIUS OF 350.00 FEET, FOR A DISTANCE OF 247.88 FEET;

THENCE NORTH 34 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 35.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 665.00 FEET WHOSE CHORD BEARS NORTH 39 DEGREES 46 MINUTES 57 SECONDS EAST, A LENGTH OF 130.05 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 13 MINUTES 21 SECONDS, A DISTANCE OF 130.25 FEET;

THENCE NORTH 34 DEGREES 10 MINUTES 17 SECONDS EAST A DISTANCE OF 189.43 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10, AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010-PM-263 H7854-01R;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH 57 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 1267.74 FEET;

THENCE DEPARTING SAID RIGHT OF WAY, SOUTH 32 DEGREES 56 MINUTES 23 SECONDS WEST, A DISTANCE OF 102.74 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE

BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 194.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES 51 MINUTES 42 SECONDS, A DISTANCE OF 60.63 FEET;
THENCE NORTH 39 DEGREES 14 MINUTES 55 SECONDS WEST, A DISTANCE OF 53.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 155.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 22 MINUTES 21 SECONDS, A DISTANCE OF 158.42 FEET;
THENCE SOUTH 19 DEGREES 07 MINUTES 26 SECONDS WEST, A DISTANCE OF 362.90 FEET;
THENCE SOUTH 70 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 25 DEGREES 11 MINUTES 47 SECONDS WEST, A DISTANCE OF 101.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 1037.87 FEET WHOSE CHORD BEARS NORTH 73 DEGREES 41 MINUTES 40 SECONDS WEST A LENGTH OF 320.81 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 54 SECONDS, A DISTANCE OF 322.10 FEET;
THENCE NORTH 82 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.93 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 232.62 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52 DEGREES 44 MINUTES 24 SECONDS, A DISTANCE OF 214.13 FEET;
THENCE NORTH 29 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 71.76 FEET;
THENCE SOUTH 87 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 59.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 68.00 FEET WHOSE CHORD BEARS NORTH 32 DEGREES 27 MINUTES 13 SECONDS WEST A LENGTH OF 99.31 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 93 DEGREES 48 MINUTES 19 SECONDS, A DISTANCE OF 111.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 169.38 FEET WHOSE CHORD BEARS SOUTH 85 DEGREES 37 MINUTES 02 SECONDS WEST A LENGTH OF 87.83 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEGREES 03 MINUTES 12 SECONDS, A DISTANCE OF 88.84 FEET;

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

THENCE NORTH 19 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 64.77 FEET TO A POINT ON THE EASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID LINE, NORTH 39 DEGREES 42 MINUTES 01 SECONDS WEST, A DISTANCE OF 133.96 FEET;

THENCE NORTH 35 DEGREES 47 MINUTES 36 SECONDS WEST, A DISTANCE OF 455.96 FEET;

THENCE NORTH 32 DEGREES 28 MINUTES 43 SECONDS WEST, A DISTANCE OF 217.09 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,247,598 SQUARE FEET OR 28.641 ACRES OF LAND, MORE OR LESS.



MAY 2024
B1 PARCEL

PAGE 3
DIBBLE

DIBBLE PROJECT NO
1121067

N89°07'16"E 2647.43'

BASIS OF BEARINGS

FND BRASS CAP HH RLS 31591
NW COR SEC 32, T14S, R14E
POINT OF COMMENCEMENT

E AJO WAY

FND BRASS CAP HH
N ¼ COR SEC 32
T14S, R14E

FIELDHOUSE
PARCEL

TUCSON DIVERSION
CHANNEL

INTERSTATE 10

S00°56'37"E 1609.74'

N89°03'23"E
452.35'

C1 L1

B1 PARCEL

PIMA COUNTY DEPARTMENT
OF TRANSPORTATION
PART OF APN 132-28-765A
LOT ADJUSTMENT
2024-0810257

POINT OF
BEGINNING

L16

A
PARCEL

JULIAN WASH

L15

MATCH LINE (PAGE 5)



NTS

PARCEL AREA:
1,247,598 SF OR
28.641 ACRES

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



EXHIBIT "C"
B1 PARCEL

A PART OF THE WEST ½ OF SECTION 32,
T14S, R14E, GILA & SALT RIVER
MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
1121067

DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 4

FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-B1 PARCEL.dwg DATE: May, 02, 2024 TIME: 06:05 pm



MATCH LINE (PAGE 4)

INTERSTATE 10

B1 PARCEL
PIMA COUNTY DEPARTMENT
OF TRANSPORTATION
PART OF APN 132-28-765A
LOT ADJUSTMENT
2024-0810257

NEW BOUNDARY
THIS DOCUMENT

BOUNDARY PER
2024-0810257

E-W MID-SEC LINE
SEC 32, T14S, R14E

**THIS IS NOT A PROPERTY
BOUNDARY SURVEY.**



Dibble Project No
1121067



EXHIBIT "C"
B1 PARCEL

A PART OF THE WEST 1/2 OF SECTION 32,
T14S, R14E, GILA & SALT RIVER
MERIDIAN, PIMA COUNTY, ARIZONA

DATE: MAY 2024
DRN: AML CHK: ACC

PAGE 5

FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-B1 PARCEL.dwg DATE: May, 02, 2024 TIME: 06:05 pm

FILE:\PROJECTS\2021\1121067_Kino_South_Sports_Complex\CAD\EXHIBITS\21067-B1_PARCEL.dwg DATE: May, 02 2024 TIME: 06:05 pm

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N34°07'08"E	35.19'
L2	N34°10'17"E	189.43'
L3	S57°02'45"E	1267.74'
L4	S32°56'23"W	102.74'
L5	N21°23'13"W	50.00'
L6	N39°14'55"W	53.71'
L7	S19°07'26"W	362.90'
L8	S70°52'34"E	30.00'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L9	S25°11'47"W	101.17'
L10	N82°35'07"W	185.93'
L11	N29°50'43"W	71.76'
L12	S87°14'56"W	59.40'
L13	N19°20'48"W	64.77'
L14	N39°42'01"W	133.96'
L15	N35°47'36"W	455.96'
L16	N32°28'43"W	217.09'

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	247.88'	350.00'	40°34'41"	N54°24'36"E 242.73'
C2	130.25'	665.00'	11°13'21"	N39°46'57"E 130.05'
C3	60.63'	194.50'	17°51'42"	S30°19'04"E 60.39'
C4	158.42'	155.50'	58°22'21"	N10°03'45"W 151.66'
C5	322.10'	1037.87'	17°46'54"	N73°41'40"W 320.81'
C6	214.13'	232.62'	52°44'24"	S56°12'55"E 206.65'
C7	111.33'	68.00'	93°48'19"	N32°27'13"W 99.31'
C8	88.84'	169.38'	30°03'12"	S85°37'02"W 87.83'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1121067

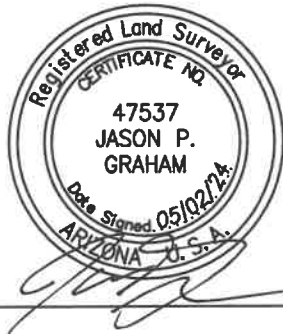


EXHIBIT "C"
B1 PARCEL

A PART OF THE WEST 1/2 OF SECTION 32,
T14S, R14E, GILA & SALT RIVER
MERIDIAN, PIMA COUNTY, ARIZONA

DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 6

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
FIELDHOUSE PARCEL

A PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NO. 2014-2130445 AND INSTRUMENT NO. 2024-0810257, RECORDS OF PIMA COUNTY, ARIZONA SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH A BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1133.86 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE CAMPBELL AVENUE AND INTERSTATE ON-RAMP RIGHT OF WAY AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010 PM 263 H7854 01R AND ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, NORTH 45 DEGREES 09 MINUTES 32 SECONDS EAST A DISTANCE OF 83.27 FEET;

THENCE NORTH 57 DEGREES 55 MINUTES 13 SECONDS EAST, A DISTANCE OF 226.41 FEET;

THENCE NORTH 84 DEGREES 32 MINUTES 51 SECONDS EAST, A DISTANCE OF 241.83 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS DESCRIBED IN AFORESAID ADOT RIGHT OF WAY PLANS;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH 57 DEGREES 02 MINUTES 52 SECONDS EAST, A DISTANCE OF 317.15 FEET TO THE NORTH LINE OF TUCSON DIVERSION CHANNEL AS DESCRIBED IN DOCKET 4629, PAGE 180, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH THE AFORESAID NORTH LINE OF CHANNEL , SOUTH 34 DEGREES 10 MINUTES 17 SECONDS WEST, A DISTANCE OF 186.67 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 535.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 27 MINUTES 43 SECONDS, A LENGTH OF 293.78 FEET TO THE SOUTHEAST CORNER OF THAT AMENDMENT TO THE NORTH LINE OF SAID CHANNEL AS DESCRIBED IN INSTRUMENT NO. 2014-0760667, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID AMENDMENT LINE, NORTH 24 DEGREES 22 MINUTES 00 SECONDS WEST ALONG A RADIAL LINE, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE

CONCAVE TO THE NORTHWEST WITH A RADIUS OF 510.00 FEET WHOSE CHORD BEARS SOUTH 74 DEGREES 03 MINUTES 33 SECONDS WEST A LENGTH OF 149.46 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 51 MINUTES 06 SECONDS, A LENGTH OF 150.00 FEET;

THENCE SOUTH 07 DEGREES 30 MINUTES 55 SECONDS EAST ALONG A RADIAL LINE, A DISTANCE OF 25.00 FEET TO A THE SOUTHWEST CORNER OF THE AFORESAID AMENDMENT, ALSO BEING A POINT ON THE AFORESAID NORTH LINE OF CHANNEL, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 535.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 43 MINUTES 38 SECONDS WEST, 23.20 FEET;

THENCE UPON AND WITH SAID NORTH LINE OF CHANNEL, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 29 MINUTES 05 SECONDS, A LENGTH OF 23.20 FEET TO A TANGENT LINE;

THENCE UPON AND WITH SAID TANGENT LINE, SOUTH 84 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 191.74 FEET TO A FOUND ADOT FLUSH BRASS CAP;

THENCE SOUTH 84 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 60.15 FEET TO A POINT ON THE ON THE AFORESAID WEST LINE OF SECTION 32;

THENCE UPON AND WITH THE SAID WEST LINE OF SECTION 32, NORTH 00 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 4.34 FEET TO A FOUND ADOT FLUSH BRASS CAP;

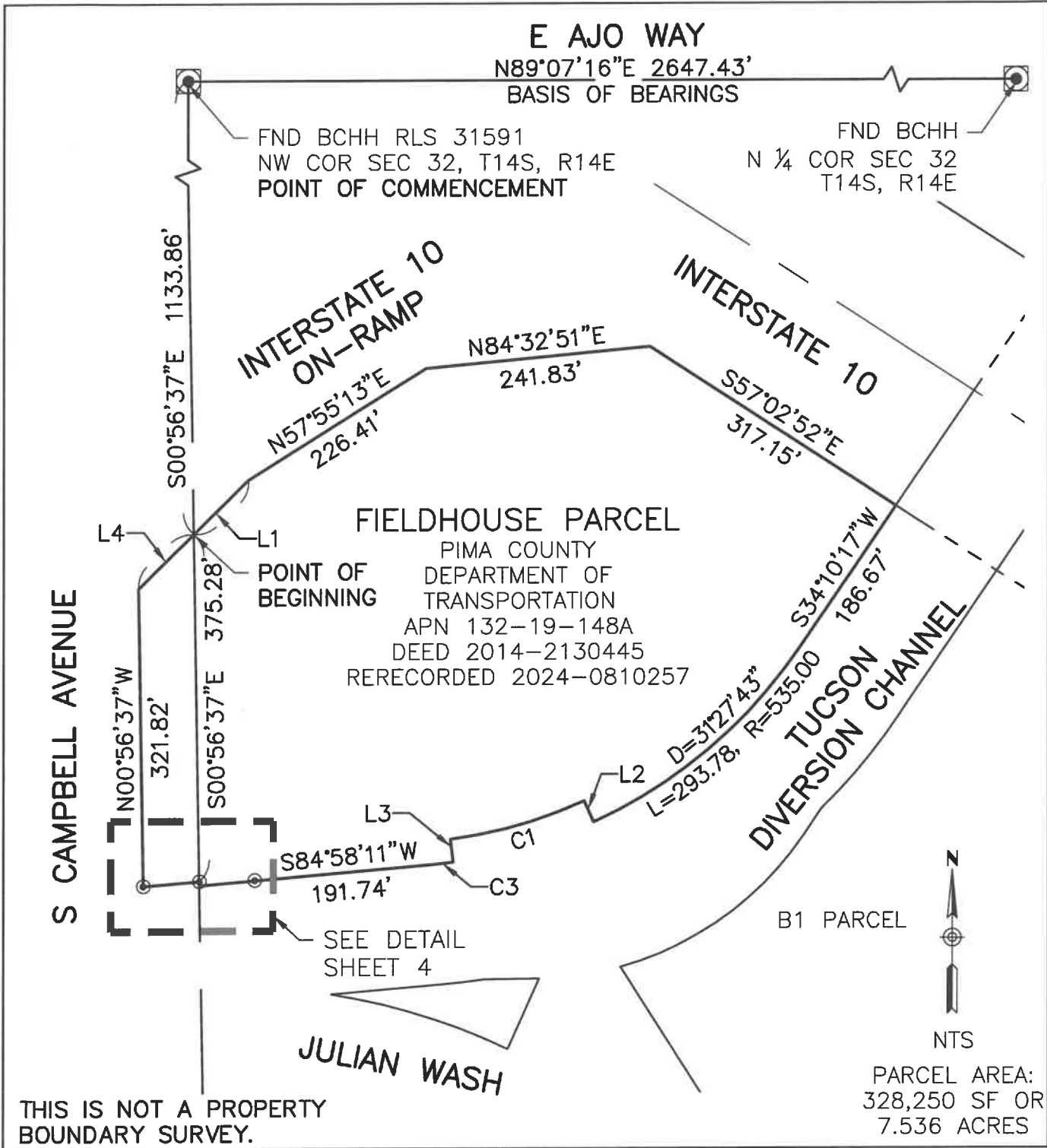
THENCE DEPARTING SAID WEST LINE OF SECTION 32, SOUTH 84 DEGREES 58 MINUTES 49 SECONDS WEST, A DISTANCE OF 60.15 FEET TO A FOUND FLUSH ADOT BRASS CAP, ALSO BEING A POINT ON THE EAST RIGHT OF WAY OF CAMPBELL AVENUE;

THENCE UPON AND WITH THE SAID EAST RIGHT OF WAY, NORTH 00 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 321.82 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE CAMPBELL AVENUE AND INTERSTATE 10 ON-RAMP;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, NORTH 45 DEGREES 09 MINUTES 32 SECONDS EAST A DISTANCE OF 83.27 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 328,250 SQUARE FEET OR 7.536 ACRES OF LAND, MORE OR LESS.



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DIBBLE

Dibble Project No
1121067



EXHIBIT "A"
FIELD HOUSE PARCEL

A PART OF NW ¼ SECTION 32 & NE ¼ SECTION 31, T14S, R14E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

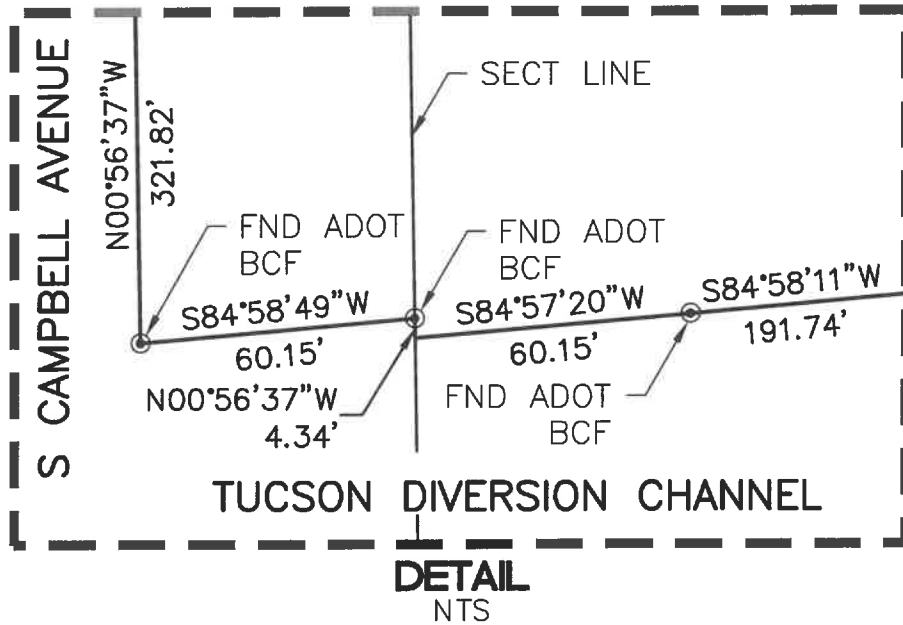
DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 3

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N45°09'32"E	83.27'
L2	N24°22'00"W	25.00'
L3	S07°30'55"E	25.00'
L4	N45°09'32"E	83.27'

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	150.00'	510.00'	16°51'06"	S74°03'33"W 149.46'
C3	23.20'	535.00'	2°29'05"	S83°43'38"W 23.20'



FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-FIELDHOUSE.dwg DATE: May, 02, 2024 TIME: 05:50 pm

DIBBLE

Dibble Project No
1121067

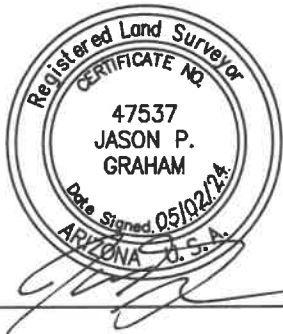


EXHIBIT "A"
FIELD HOUSE PARCEL

A PART OF NW ¼ SECTION 32 & NE ¼ SECTION 31, T14S, R14E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: MAY 2024
DRN: AML CHK: ACC

EXHIBIT F

MQ PHASE I



- 1 MQ Iceplex
- 2 MQ Field House
- 3 MQ Stadium
- 4 MQ Central Utility Plant
- 5 MQ Sportsplex
- 6 MQ Pavilion
- 7 MQ Pavilion and Splash Pad
- 8 Hotel
- 9 MQ Iceplex Event Plaza Restaurant
- 10 MQ Iceplex Event Plaza
- 11 MQ Iceplex Splash Pad
- 12 MQ Stadium Event Plaza and Lawn
- 13 Julian Wash Event Plaza
- 14 MQ Stadium Park and Playground
- 15 MQ Stadium Splash Pad
- 16 The Loop Shared-Use Path
- 17 Vehicular Bridge
- 18 Pedestrian Bridge
- 19 MQ Monument Sign
- 20 Main Entrance
- 21 Covered Parking
- 22 Parking Garage

MOSAIC QUARTER SITE PLAN

EXHIBIT G

PHASE I LEASE

Mosaic Quarter Phase I Lease Agreement #CT-RPS-24-0368 between Pima County and MQD Phase I LLC as approved or subsequently amended.

EXHIBIT H

PHASE I SUBLEASE

Mosaic Quarter Phase I Sublease Agreement #CTN-RPS-24-0135 between Pima County and MQD Phase I Operations LLC as approved or subsequently amended

EXHIBIT I

PHASE I DIRECTION LETTER

CASH MAAGEMENT AGREEMENT

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT J

PHASE II GROUND LEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT K

MQ PHASE II PREMISES

EXHIBIT "B"
LEGAL DESCRIPTION
FOR
A PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1758.72 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED AS BLOCK A, KINO BLOCK PLAT, INSTRUMENT NUMBER 2018-2640610, ALSO BEING A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED AS BLOCK A, FINAL PLAT IRVINGTON PLACE, BOOK 62, PAGE 63, RECORDS OF PIMA COUNTY, ARIZONA, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID WEST LINE OF THE NORTHWEST QUARTER, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1.00 FEET;

THENCE UPON AND WITH THE AFORESAID NORTH LINE OF PARCEL 5, BLOCK A, SOUTH 86 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 60.22 FEET TO A POINT ON THE SOUTHERLY LINE ON THAT PARCEL DESCRIBED AS PARCEL 5, DOCKET 4629, PAGE 180, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID SOUTHERLY LINE, SOUTH 86 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 10.78 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 533.15 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 32 MINUTES 54 SECONDS, A LENGTH OF 498.28 FEET;

THENCE SOUTH 32 DEGREES 31 MINUTES 07 SECONDS EAST, A DISTANCE OF 245.95 FEET;

THENCE SOUTH 15 DEGREES 47 MINUTES 23 SECONDS EAST, A DISTANCE OF 104.17 FEET;

THENCE SOUTH 32 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 136.67 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257, RECORDS PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SOUTH 27 DEGREES 56 MINUTES 44 SECONDS WEST, A DISTANCE OF 56.08 FEET;

THENCE SOUTH 41 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 154.76 FEET;

THENCE SOUTH 14 DEGREES 20 MINUTES 49 SECONDS WEST, A DISTANCE OF 22.34 FEET;

THENCE SOUTH 20 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 32.88 FEET TO A POINT ON THE EAST-WEST MIDSECTION LINE OF AFORESAID SECTION 32;

THENCE CONTINUING UPON AND WITH SAID EAST PARCEL LINE SOUTH 20 DEGREES 15 MINUTES 58 SECONDS EAST A DISTANCE OF 36.96 FEET;

THENCE SOUTH 23 DEGREES 22 MINUTES 28 SECONDS EAST, A DISTANCE OF 123.73 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 266.56 FEET;

THENCE DEPARTING THE AFORESAID EAST PROPERTY LINE, SOUTH 02 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 38.90 FEET;

THENCE SOUTH 59 DEGREES 33 MINUTES 09 SECONDS WEST, A DISTANCE OF 78.30 FEET TO A POINT ON THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN DOCKET 2253, PAGE 332, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID WESTERLY LINE, NORTH 60 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 413.44 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 14 SECONDS EAST A DISTANCE OF 287.99 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DOCKET 7128, PAGE 87, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN DOCKET 7128, PAGE 87, RECORDS OF PIMA COUNTY, ARIZONA, SOUTH 89 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 483.32 FEET;

THENCE SOUTH 44 DEGREES 04 MINUTES 35 SECONDS WEST, A DISTANCE OF 37.70 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH CAMPBELL AVENUE AS DESCRIBED BY AFORESAID KINO BLOCK PLAT AND IRVINGTON PLACE FINAL PLAT;

THENCE UPON AND WITH SAID EASTERLY RIGHT OF WAY, NORTH 00 DEGREES 56 MINUTES 25 SECONDS WEST, A DISTANCE OF 578.95 FEET;

THENCE NORTH 15 DEGREES 34 MINUTES 25 SECONDS WEST, A DISTANCE OF 394.27 FEET TO A POINT ON THE SOUTHERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 238, PAGE 224, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID SOUTHERLY LINE, SOUTH 85 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 39.74 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED

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AREA OF 622,760 SQUARE FEET OR 14.297 ACRES OF LAND, MORE OR LESS.



MAY 2024
A PARCEL

DIBBLE PROJECT NO
1121067

E AJO WAY

N89°07'16"E 2647.43'
BASIS OF BEARINGS

ADOT
BRASS CAP
FLUSH

1509.14'

FND BRASS CAP HH RLS 31591 FND BRASS CAP HH
NW COR SEC 32, T14S, R14E N ¼ COR SEC 32
POINT OF COMMENCEMENT T14S, R14E

S00°56'37"E
1758.72'

POINT OF
BEGINNING

TUCSON DIVERSION
CHANNEL

B1 PARCEL



NTS

PARCEL AREA:
622,760 SF OR
14.297 ACRES

L21

L2

L=498.28, R=533.15
D=53°32'54"

SEE DETAIL
SHEET 4

JULIAN WASH

L3

A PARCEL
PIMA COUNTY
DEPARTMENT OF
TRANSPORTATION
2024-0810257
APN 132-28-7640

L4

L5

S CAMPBELL AVE

L20

L19

60'
R/W

MATCH LINE (PAGE 4)

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



EXHIBIT "B"
A PARCEL

A PART OF NW ¼ SECTION 32 & NE ¼
SECTION 31, T14S, R14E, GILA & SALT
RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
1121067

DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 4

MATCH LINE (PAGE 3)

A PARCEL
PIMA COUNTY
DEPARTMENT OF
TRANSPORTATION
2024-0810257
APN 132-28-7640

JULIAN WASH

S CAMPBELL AVE

L19

W 1/4 COR
SEC 32
T14S, R14E

E-W MIDSECTION LINE
SEC 32, T14S, R14E

L8

L9

L10

L18

L17

L16

NEW BOUNDARY
THIS DOCUMENT

WEST SEC LINE
SEC 32, T14S, R14E

BOUNDARY PER
2024-0810257

APN 132-19-003F
CAMPBELL/BENSON LLC

L15

L12

L13
L14

60'

R/W



NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

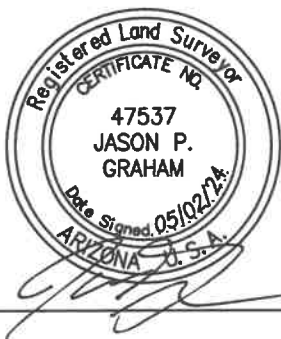


EXHIBIT "B"
A PARCEL

A PART OF NW 1/4 SECTION 32 & NE 1/4
SECTION 31, T14S, R14E, GILA & SALT
RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
1121067

DATE: MAY 2024

DRN: AML CHK: ACC

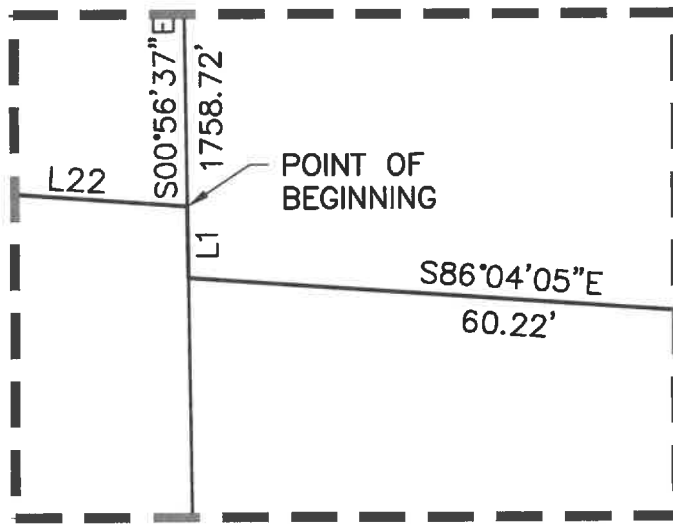
PAGE 5

FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-A PARCEL.dwg DATE: May, 02 2024 TIME: 06:00 pm

FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-A PARCEL.dwg DATE: May, 02 2024 TIME: 06:00 pm

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°56'37"E	1.00'
L2	S86°04'05"E	10.78'
L3	S32°31'07"E	245.95'
L4	S15°47'23"E	104.17'
L5	S32°30'21"E	136.67'
L6	S27°56'44"W	56.08'
L7	S41°28'12"E	154.76'
L8	S14°20'49"W	22.34'
L9	S20°15'58"E	32.88'
L10	S20°15'58"E	36.96'
L11	S23°22'28"E	123.73'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L12	S02°37'36"E	266.56'
L13	S02°37'36"E	38.90'
L14	S59°33'09"W	78.30'
L15	N60°00'14"W	413.44'
L16	N27°57'14"E	287.99'
L17	S89°26'10"W	483.32'
L18	S44°04'35"W	37.70'
L19	N00°56'25"W	578.95'
L20	N15°34'25"W	394.27'
L21	S85°55'14"E	39.74'



DETAIL
NTS

DIBBLE



Dibble Project No
1121067



EXHIBIT "B"
A PARCEL

A PART OF NW ¼ SECTION 32 & NE ¼ SECTION 31, T14S, R14E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: MAY 2024

DRN: AML CHK: ACC

EXHIBIT L

MQ PHASE II

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT M

PHASE II LEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE II LEASE

EXHIBIT N

PHASE II SUBLEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE II SUBLEASE

EXHIBIT O

PHASE II DIRECTION LETTER

CASH MANAGEMENT AGREEMENT

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE II FINANCING

EXHIBIT P

PHASE III GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT Q

MQ PHASE III PREMISES

EXHIBIT "D"
LEGAL DESCRIPTION
FOR
B2 PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1896.47 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 1918.33 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010-PM-263-H7854-01R, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 57 DEGREES 03 MINUTES 05 SECONDS EAST, A DISTANCE OF 637.66 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 33 DEGREES 03 MINUTES 31 SECONDS WEST, A DISTANCE OF 1319.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TOURNAMENT WAY AS DESCRIBED IN INSTRUMENT NUMBER 2019-3290712 RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID RIGHT OF WAY LINE, NORTH 56 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 37.00 FEET;

THENCE SOUTH 33 DEGREES 03 MINUTES 31 SECONDS WEST, A DISTANCE OF 70.00;

THENCE SOUTH 56 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 916.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 117.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101 DEGREES 25 MINUTES 21 SECONDS, A DISTANCE OF 207.11 FEET;

THENCE SOUTH 44 DEGREES 28 MINUTES 52 SECONDS WEST, A DISTANCE OF 105.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 540.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 59 SECONDS, A DISTANCE OF 149.54 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257, RECORDS OF PIMA COUNTY ARIZONA AND

THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 113.55 FEET WHOSE CHORD BEARS SOUTH 89 DEGREES 42 MINUTES 38 SECONDS WEST, A LENGTH OF 93.86 FEET;

THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE OF TOURNAMENT WAY, UPON AND WITH SAID SOUTHERLY PARCEL LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 49 MINUTES 19 SECONDS FOR A DISTANCE OF 96.76 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 77.50 FEET WHOSE CHORD BEARS SOUTH 50 DEGREES 26 MINUTES 05 SECONDS EAST, A LENGTH OF 47.45 FEET;

THENCE UPON AND WITH SAID NORTHEASTERLY WASH LINE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 38 MINUTES 57 SECONDS, A DISTANCE OF 48.22 FEET;

THENCE NORTH 32 DEGREES 36 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.96 FEET;

THENCE NORTH 42 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.94 FEET;

THENCE NORTH 65 DEGREES 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.18 FEET;

THENCE SOUTH 78 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 115.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 2253, PAGE 332, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID NORTHEASTERLY LINE, NORTH 65 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 468.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 811.47 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 36 MINUTES 21 SECONDS, A DISTANCE OF 631.75 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257;

THENCE ALONG SAID WEST PARCEL LINE NORTH 01 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 92.25 FEET;

THENCE NORTH 31 DEGREES 48 MINUTES 32 SECONDS EAST, A DISTANCE OF 121.88 FEET;

THENCE NORTH 07 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 115.80 FEET;

THENCE DEPARTING THE AFORESAID WEST LINE, NORTH 07 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.70 FEET;

THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS EAST, A DISTANCE OF 131.87 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA AND THE BEGINNING OF A NON-TANGENT CURVE

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CONCAVE TO THE EAST WITH A RADIUS OF 233.50 FEET WHOSE CHORDS BEARS SOUTH 01 DEGREES 57 MINUTES 40 SECONDS EAST, A LENGTH OF 127.54 FEET;

THENCE UPON AND WITH SAID NORTHEASTERLY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 41 MINUTES 53 SECONDS, A DISTANCE OF 129.18 FEET TO A POINT ON A REVERSE CURVE WITH A RADIUS OF 666.30 FEET WHOSE CHORD BEARS NORTH 08 DEGREES 08 MINUTES 01 SECONDS EAST A LENGTH OF 133.61 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 31 SECONDS A DISTANCE OF 133.84 FEET;

THENCE DEPARTING THE AFORESAID NORTHEASTERLY WASH LINE, SOUTH 02 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 82.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 300.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 08 MINUTES 16 SECONDS, A DISTANCE OF 74.03 FEET;

THENCE NORTH 11 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 64.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 20 MINUTES 17 SECONDS A DISTANCE OF 91.94 FEET;

THENCE NORTH 14 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 19.20 FEET;

THENCE NORTH 87 DEGREES 14 MINUTES 56 SECONDS EAST, A DISTANCE OF 59.40 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 71.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 232.62 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 44 MINUTES 24 SECONDS, A DISTANCE OF 214.13 FEET;

THENCE SOUTH 82 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 185.93 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1037.87 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 54 SECONDS A DISTANCE OF 322.10 FEET;

THENCE NORTH 25 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 101.17 FEET;

THENCE NORTH 70 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 19 DEGREES 07 MINUTES 26 SECONDS EAST, A DISTANCE OF 362.90 FEET TO THE

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BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 155.50 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 22 MINUTES 21 SECONDS, A DISTANCE OF 158.42 FEET;

THENCE NORTH 39 DEGREES 14 MINUTES 55 SECONDS WEST, A DISTANCE OF 53.71 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 32 DEGREES 56 MINUTES 23 SECONDS EAST, A DISTANCE OF 102.78 FEET TO THE BEING THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,641,161 SQUARE FEET OR 37.676 ACRES OF LAND, MORE OR LESS.



MAY 2024
B2 PARCEL

DIBBLE PROJECT NO
1121067

N89°07'16"E 2647.43'
BASIS OF BEARINGS
E AJO WAY

FND BRASS CAP HH
N ¼ COR SEC 32
T14S, R14E

FND BRASS CAP HH RLS 31591
NW COR SEC 32, T14S, R14E
POINT OF COMMENCEMENT

S00°56'37"E
1896.47'

N89°03'23"E 1918.33'

INTERSTATE 10

POINT OF BEGINNING

B1 PARCEL

BOUNDARY PER
2024-0810257

NEW BOUNDARY
THIS DOCUMENT

BOUNDARY PER
2024-0810257

B2 PARCEL

PIMA COUNTY DEPARTMENT OF
TRANSPORTATION
A PART OF APN 132-28-765A
LINE ADJUSTMENT
2024-0810257

MATCH LINE (PAGE 6)



FILE:\PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-B2 PARCEL.dwg DATE: May, 03 2024 TIME: 09:40 am

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

PARCEL AREA:
1,641,161 SF OR
37.676 ACRES

DIBBLE



EXHIBIT "D"
B2 PARCEL

A PART OF THE WEST ½ OF SECTION 32,
T14S, R14E, GILA & SALT RIVER
MERIDIAN, PIMA COUNTY, ARIZONA

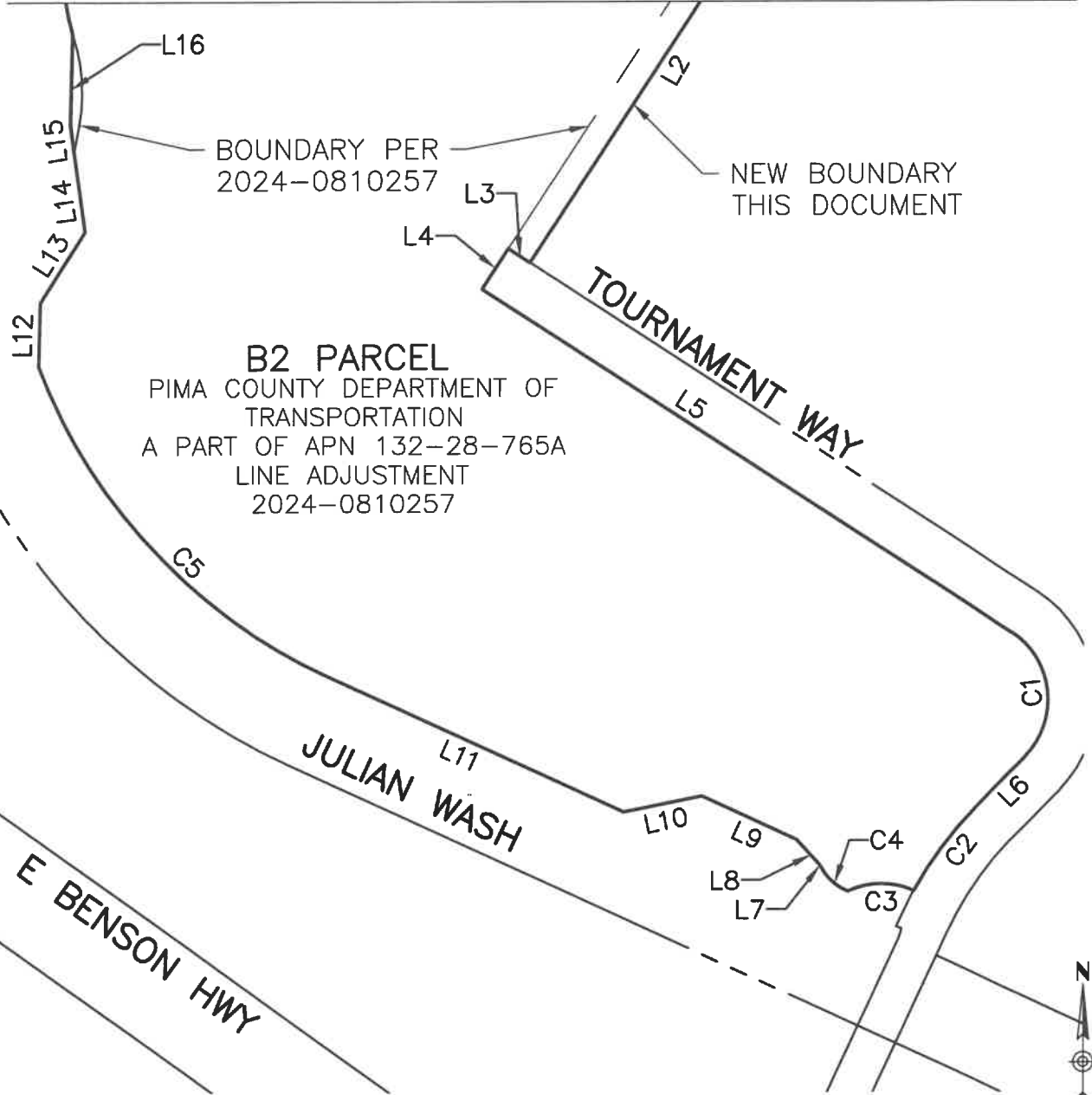
Dibble Project No
1121067

DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 5

MATCH LINE (PAGE 5)



B2 PARCEL
 PIMA COUNTY DEPARTMENT OF
 TRANSPORTATION
 A PART OF APN 132-28-765A
 LINE ADJUSTMENT
 2024-0810257

FILE:\PROJECTS\2021\1121067 Kina South Sports Complex\CAD\EXHIBITS\21067-B2 PARCEL.dwg DATE: May, 03 2024 TIME: 09:41 am

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



EXHIBIT "D"
B2 PARCEL

A PART OF THE WEST 1/2 OF SECTION 32,
 T14S, R14E, GILA & SALT RIVER
 MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
 1121067

DATE: MAY 2024
 DRN: AML CHK: ACC

PAGE 6

FILE:V:\PROJECTS\2021\1121067 Kimo South Sports Complex\CAD\EXHIBITS\21067-B2 PARCEL.dwg DATE:May, 03 2024 TIME: 09:42 am

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S57°03'05"E	637.66'
L2	S33°03'31"W	1319.83'
L3	N56°56'29"W	37.00'
L4	S33°03'31"W	70.00'
L5	S56°56'29"E	916.81'
L6	S44°28'52"W	105.10'
L7	N32°36'37"W	11.96'
L8	N42°30'00"W	47.94'
L9	N65°13'49"W	151.18'
L10	S78°36'42"W	115.81'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L11	N65°11'32"W	468.23'
L12	N01°28'22"E	92.25'
L13	N31°48'32"E	121.88'
L14	N07°58'38"W	115.80'
L15	N07°58'38"W	40.70'
L16	N01°29'00"E	131.87'
L17	S02°14'56"W	82.20'
L18	N11°53'20"W	64.94'
L19	N14°26'57"E	19.20'
L20	N87°14'56"E	59.40'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L21	S29°50'43"E	71.76'
L22	S82°35'07"E	185.93'
L23	N25°11'47"E	101.17'
L24	N70°52'34"W	30.00'
L25	N19°07'26"E	362.90'
L26	N39°14'55"W	53.71'
L27	N21°23'13"W	50.00'
L28	N32°56'23"E	102.78'

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



EXHIBIT "D"
B2 PARCEL

A PART OF THE WEST 1/2 OF SECTION 32, T14S, R14E,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
1121067

DATE: MAY 2024
DRN: AML CHK: ACC

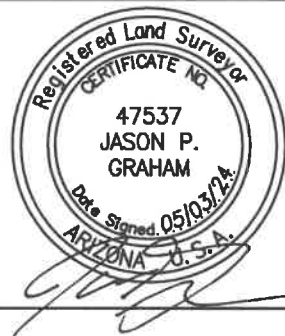
PAGE 7

FILE: \PROJECTS\2021\1121067 Kino South Sports Complex\CAD\EXHIBITS\21067-B2 PARCEL.dwg DATE: May, 03 2024 TIME: 09:42 am

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	207.11'	117.00'	101°25'21"	N06°13'48"W 181.11'
C2	149.54'	540.00'	15°51'59"	S36°32'53"W 149.06'
C3	96.76'	113.55'	48°49'19"	S89°42'38"W 93.86'
C4	48.22'	77.50'	35°38'57"	S50°26'05"E 47.45'
C5	631.75'	811.47'	44°36'21"	S42°53'21"E 615.91'
C6	129.18'	233.50'	31°41'53"	S01°57'40"E 127.54'
C7	133.84'	666.30'	11°30'31"	N08°08'01"E 133.61'
C8	74.03'	300.00'	14°08'16"	N04°49'12"W 73.84'
C9	91.94'	200.00'	26°20'17"	S01°16'48"W 91.13'
C10	214.13'	232.62'	52°44'24"	S56°12'55"E 206.65'
C11	322.10'	1037.87'	17°46'54"	N73°41'40"W 320.81'
C12	158.42'	155.50'	58°22'21"	N10°03'45"W 151.66'

**THIS IS NOT A PROPERTY
BOUNDARY SURVEY.**

DIBBLE



**EXHIBIT "D"
B2 PARCEL**

A PART OF THE WEST 1/2 OF SECTION 32, T14S, R14E,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Dibble Project No
1121067

DATE: MAY 2024

DRN: AML CHK: ACC

PAGE 8

EXHIBIT R

MQ PHASE III

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT S

PHASE III LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III LEASE

EXHIBIT T

PHASE III SUBLEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III SUBLEASE

EXHIBIT U

PHASE III DIRECTION LETTER

CASH MANAGEMENT AGREEMENT

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE III FINANCING

EXHIBIT V

HOTEL NORTH PROPERTY

MAP KEYNOTE (LOCATION)

- A FIELD HOUSE
- B ICEPLEX
- C SPORTSPLEX
- D STADIUM
- E PARKING STRUCTURE
- F ICEPLEX EVENT PLAZA
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- I HOTEL PAD 1
- J HOTEL PAD 2

- STADIUM EVENT PLAZA
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD

- TOURNAMENT WAY
- H TOURNAMENT WAY - DRIVE-THRU PAD BUILDING

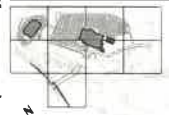
- COMMERCIAL PAD
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD

- PHASE 1
- A FIELD HOUSE
- B ICEPLEX
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD

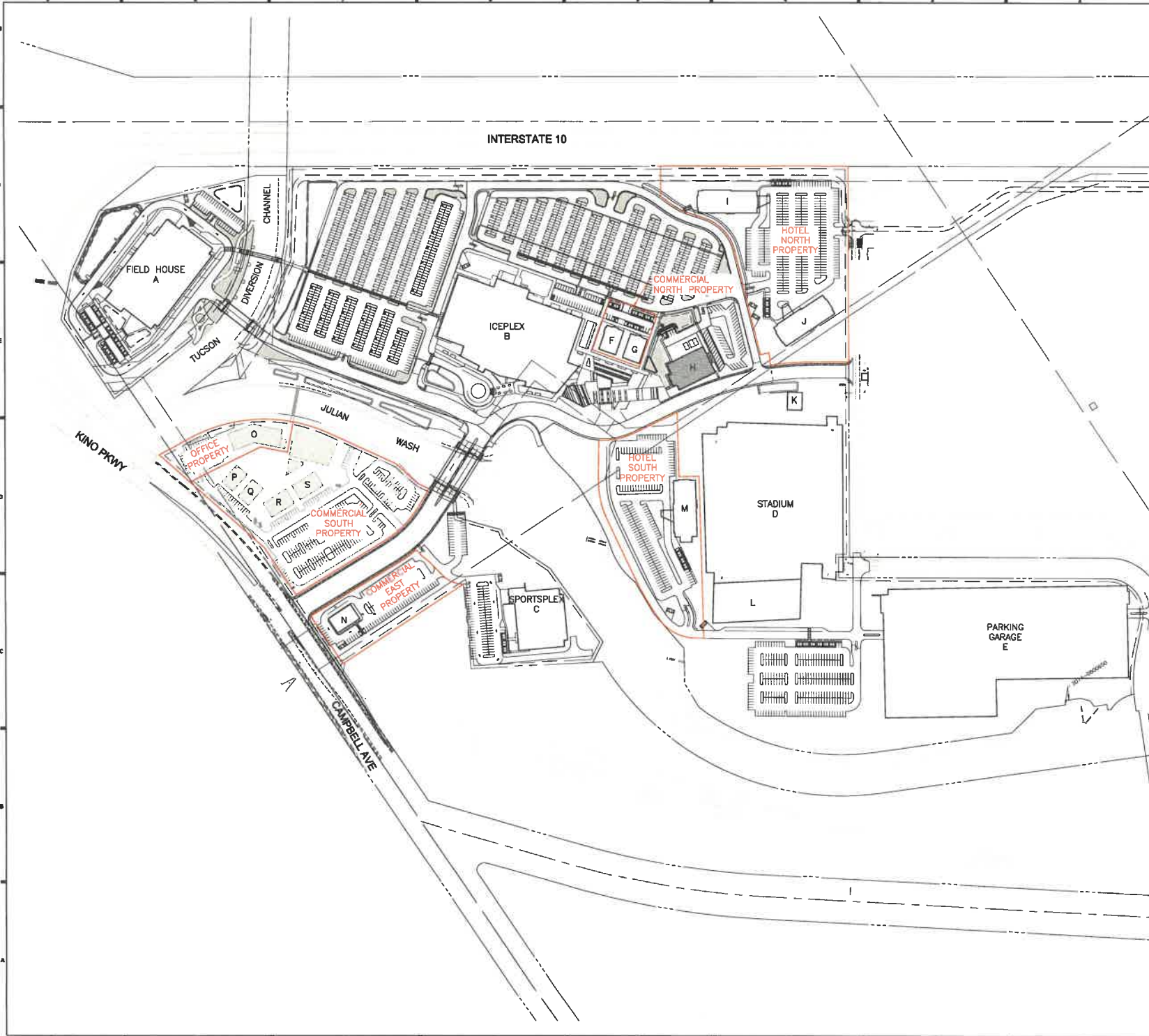
- PHASE 2
- C SPORTSPLEX
- H TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD

- PHASE 3
- D STADIUM
- E PARKING STRUCTURE
- I HOTEL PAD 1
- J HOTEL PAD 2
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD

KEYMAP:



0' 90' 100' 200'
SCALE: 1"=100'



THIS LAYOUT AND SCALE ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION OR RECORDING

EXHIBIT W

HOTEL SOUTH PROPERTY

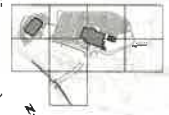
MAP KEYNOTE (LOCATION)

- A FIELD HOUSE
- B ICEPLEX
- C SPORTSPLEX
- D STADIUM
- E PARKING STRUCTURE
- ICEPLEX EVENT PLAZA
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- I HOTEL PAD 1
- J HOTEL PAD 2
- STADIUM EVENT PLAZA
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD
- TOURNAMENT WAY
- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- COMMERCIAL PAD
- O COMMERCIAL PAD
- P COMMERCIAL PAD
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- R COMMERCIAL PAD
- S COMMERCIAL PAD

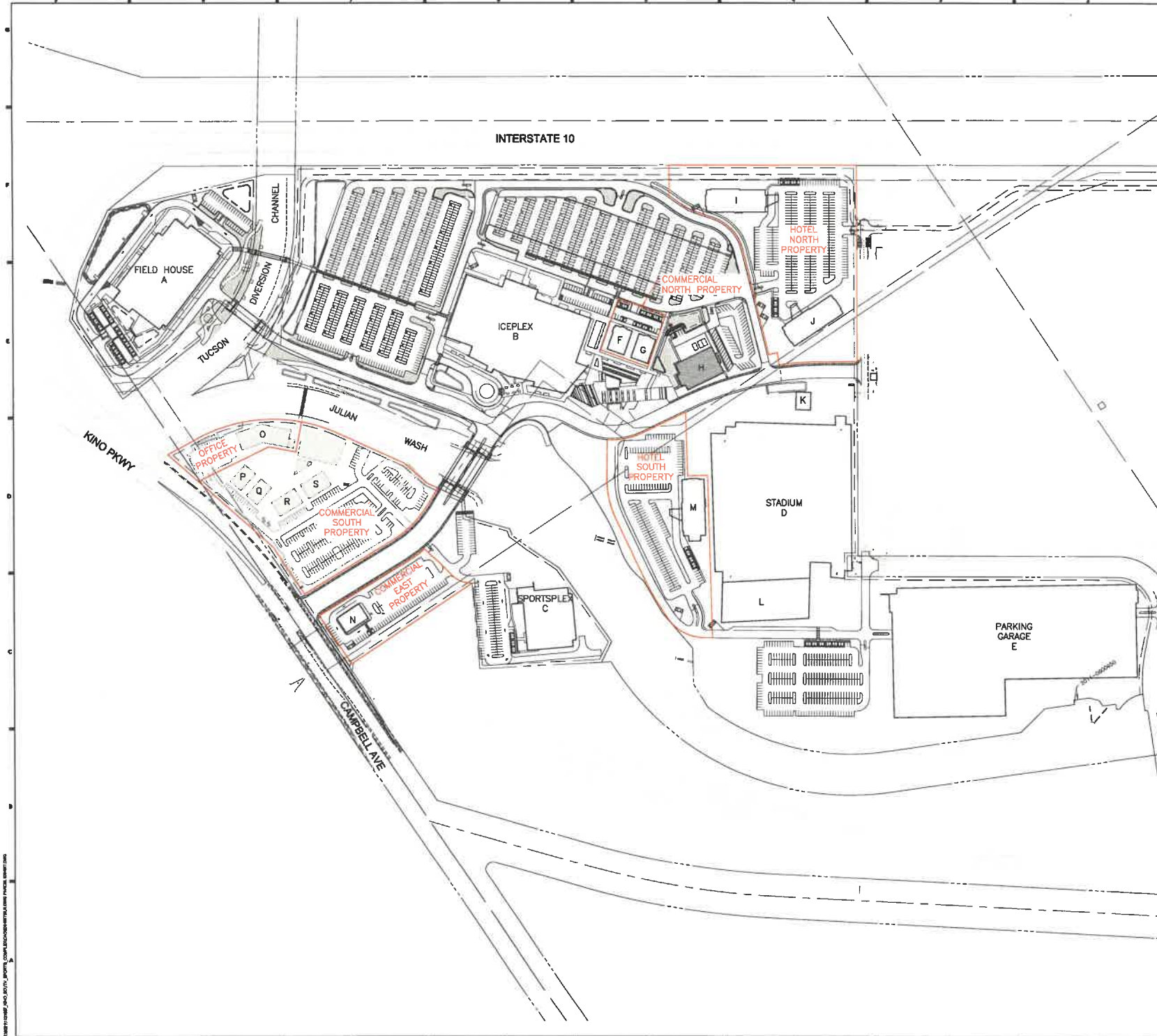
BUILDING PHASING PLAN

- PHASE 1**
- A FIELD HOUSE
- B ICEPLEX
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- PHASE 2**
- C SPORTSPLEX
- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD
- PHASE 3**
- D STADIUM
- E PARKING STRUCTURE
- I HOTEL PAD 1
- J HOTEL PAD 2
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD

KEYMAP:



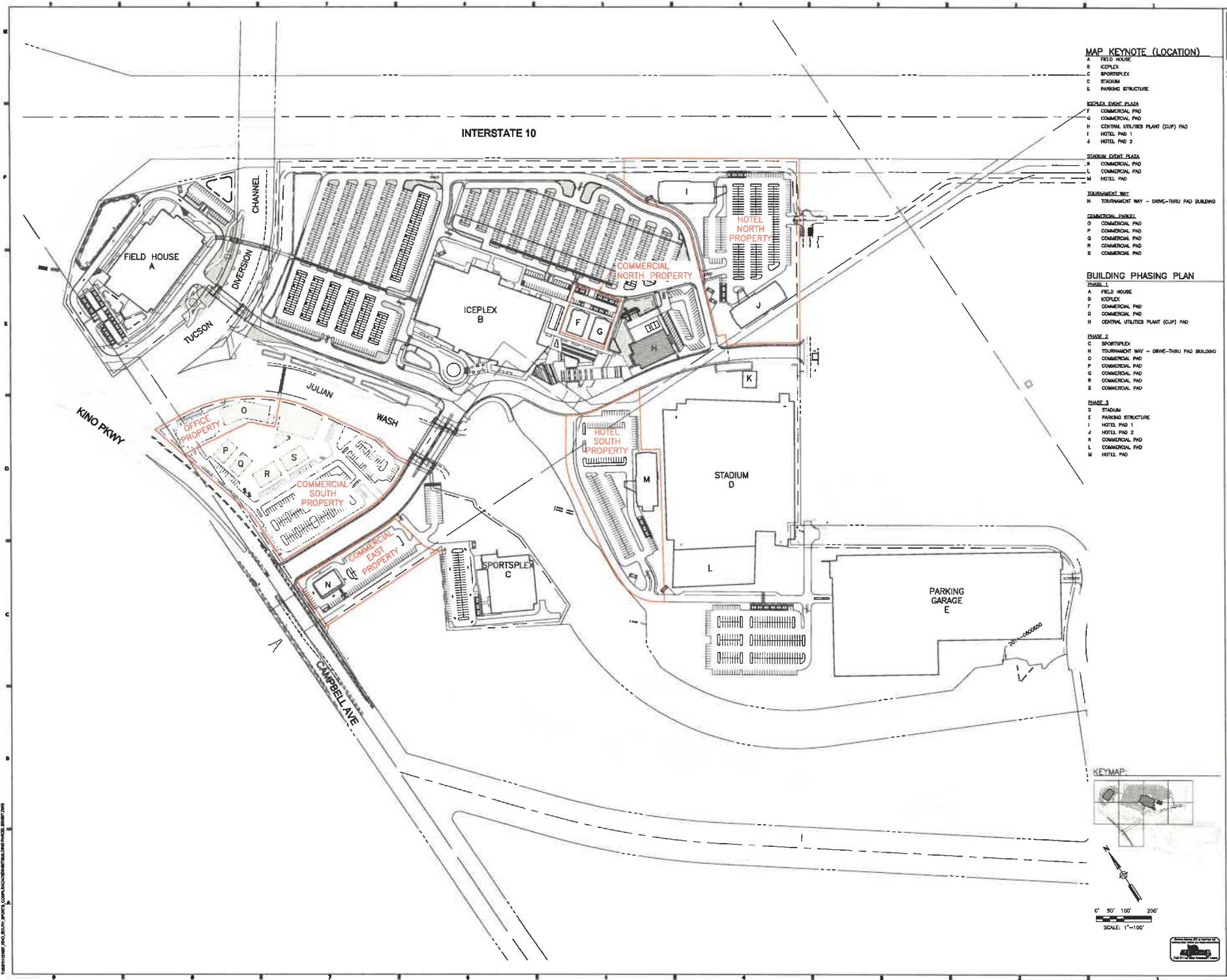
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DATE PLOTTED: 05/08/24 10:00 AM

EXHIBIT X

COMMERCIAL NORTH PROPERTY

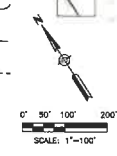


MAP KEYNOTE (LOCATION)

- A FIELD HOUSE
- B ICEPLEX
- C SPORTSPLEX
- D STADIUM
- E PARKING STRUCTURE
- ICEPLEX EXHIBIT PLAZA
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- I HOTEL PAD 1
- J HOTEL PAD 2
- STADIUM EXHIBIT PLAZA
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD
- TOURNAMENT WAY
- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- COMMERCIAL PANEL
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD

BUILDING PHASING PLAN

- PHASE 1**
- A FIELD HOUSE
- B ICEPLEX
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- PHASE 2**
- C SPORTSPLEX
- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD
- PHASE 3**
- D STADIUM
- E PARKING STRUCTURE
- I HOTEL PAD 1
- J HOTEL PAD 2
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD



PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

REVISION SCHEDULE

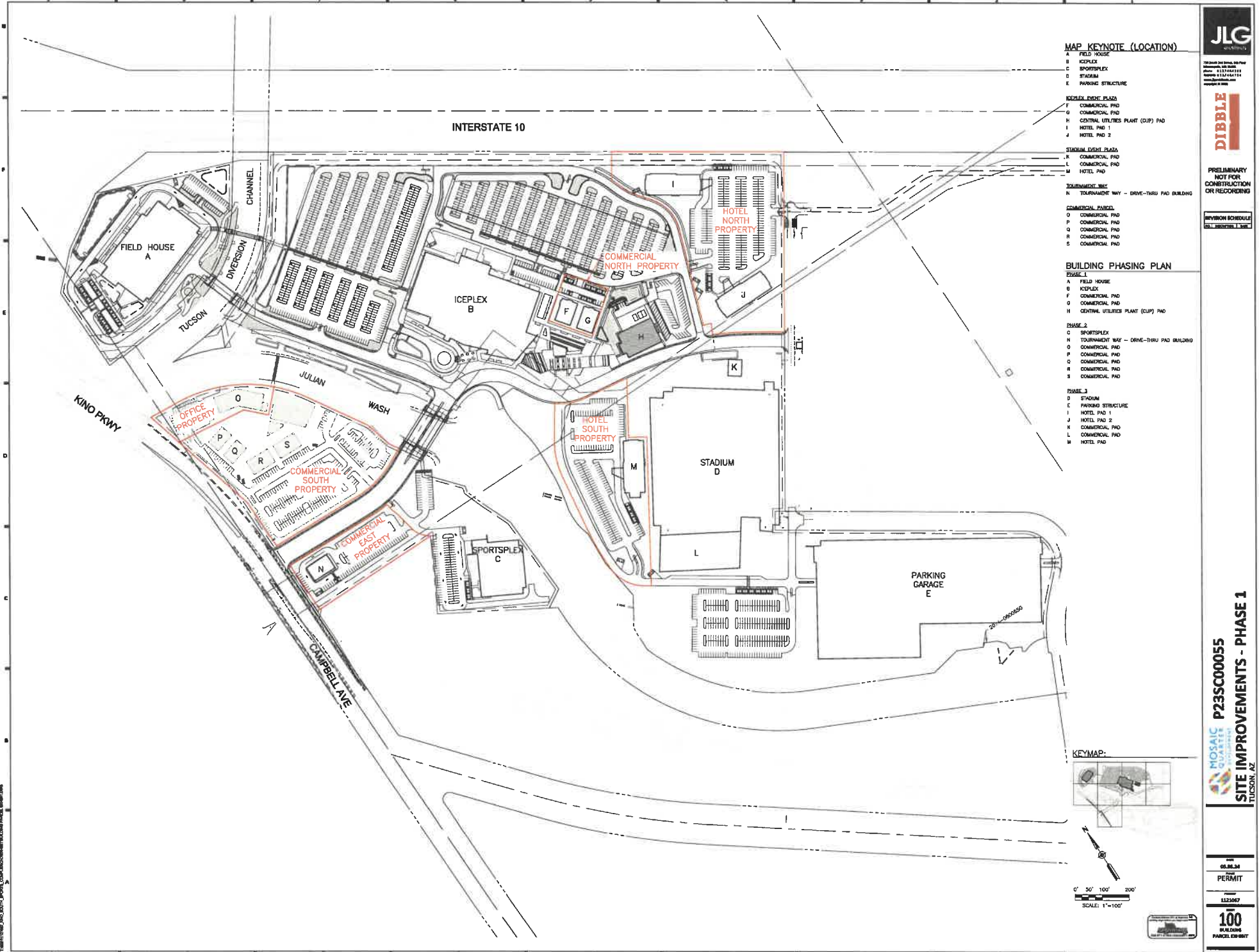
P23SC00055
MOSAIC QUARTER
SITE IMPROVEMENTS - PHASE 1
TUCSON, AZ

DATE: 05.26.24
PERMIT
1331607
100 BUILDING PARCEL EXHIBIT

TERRACON CONSULTING ARCHITECTS, INC. 1000 N. ALBUQUERQUE AVENUE, SUITE 100, TUCSON, AZ 85724

EXHIBIT Y

COMMERCIAL SOUTH PROPERTY



MAP KEYNOTE (LOCATION)

- A FIELD HOUSE
- B ICEPLEX
- C SPORTSPLEX
- D STADIUM
- E PARKING STRUCTURE

ICEPLEX EVENT PLAZA

- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD
- I HOTEL PAD 1
- J HOTEL PAD 2

STADIUM EVENT PLAZA

- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD

TOURNAMENT WAY

- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING

COMMERCIAL PAD

- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD

BUILDING PHASING PLAN

PHASE 1

- A FIELD HOUSE
- B ICEPLEX
- F COMMERCIAL PAD
- G COMMERCIAL PAD
- H CENTRAL UTILITIES PLANT (CUP) PAD

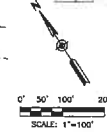
PHASE 2

- C SPORTSPLEX
- N TOURNAMENT WAY - DRIVE-THRU PAD BUILDING
- O COMMERCIAL PAD
- P COMMERCIAL PAD
- Q COMMERCIAL PAD
- R COMMERCIAL PAD
- S COMMERCIAL PAD

PHASE 3

- D STADIUM
- E PARKING STRUCTURE
- I HOTEL PAD 1
- J HOTEL PAD 2
- K COMMERCIAL PAD
- L COMMERCIAL PAD
- M HOTEL PAD

KEYMAP:



PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

REVISED 08/26/24
DATE: 08/26/24

P23SC00055
SITE IMPROVEMENTS - PHASE 1
TUCSON, AZ

DATE: 08/26/24
PERMIT
1235067
100
BUILDING
PARCEL EX-0017

12/21/2023 10:00 AM SOUTH_PAPER_CADD_DOCUMENTS\TUCSON\PHASE 1\000001.dwg

EXHIBIT Z

MEMORANDUM OF LEASE

TO BE ATTACHED FOLLOWING EXECUTION AND RECORDING

SCHEDULE A

MOSAIC QUARTER PROPERTY LEGAL DESCRIPTIONS

MQ PHASE I

MQ PHASE II

MQ PHASE III

EXHIBIT "C"
LEGAL DESCRIPTION
FOR
B1 PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1609.74 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 452.35 FEET TO A POINT ON THE SOUTHERLY LINE OF TUCSON DIVERSION CHANNEL AS DESCRIBED PER DOCKET 4629, PAGE 180 AND DOCKET 776, PAGE 416, RECORDS OF PIMA COUNTY ARIZONA, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTHERLY CHANNEL LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 54 DEGREES 24 MINUTES 36 SECONDS EAST A LENGTH OF 242.73 FEET, WITH A RADIUS OF 350.00 FEET, FOR A DISTANCE OF 247.88 FEET;

THENCE NORTH 34 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 35.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 665.00 FEET WHOSE CHORD BEARS NORTH 39 DEGREES 46 MINUTES 57 SECONDS EAST, A LENGTH OF 130.05 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 13 MINUTES 21 SECONDS, A DISTANCE OF 130.25 FEET;

THENCE NORTH 34 DEGREES 10 MINUTES 17 SECONDS EAST A DISTANCE OF 189.43 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10, AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010-PM-263 H7854-01R;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH 57 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 1267.74 FEET;

THENCE DEPARTING SAID RIGHT OF WAY, SOUTH 32 DEGREES 56 MINUTES 23 SECONDS WEST, A DISTANCE OF 102.74 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE

BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 194.50 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES 51 MINUTES 42 SECONDS, A DISTANCE OF 60.63 FEET;

THENCE NORTH 39 DEGREES 14 MINUTES 55 SECONDS WEST, A DISTANCE OF 53.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 155.50 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 22 MINUTES 21 SECONDS, A DISTANCE OF 158.42 FEET;

THENCE SOUTH 19 DEGREES 07 MINUTES 26 SECONDS WEST, A DISTANCE OF 362.90 FEET;

THENCE SOUTH 70 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 25 DEGREES 11 MINUTES 47 SECONDS WEST, A DISTANCE OF 101.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 1037.87 FEET WHOSE CHORD BEARS NORTH 73 DEGREES 41 MINUTES 40 SECONDS WEST A LENGTH OF 320.81 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 54 SECONDS, A DISTANCE OF 322.10 FEET;

THENCE NORTH 82 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.93 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 232.62 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52 DEGREES 44 MINUTES 24 SECONDS, A DISTANCE OF 214.13 FEET;

THENCE NORTH 29 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 71.76 FEET;

THENCE SOUTH 87 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 59.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 68.00 FEET WHOSE CHORD BEARS NORTH 32 DEGREES 27 MINUTES 13 SECONDS WEST A LENGTH OF 99.31 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 93 DEGREES 48 MINUTES 19 SECONDS, A DISTANCE OF 111.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 169.38 FEET WHOSE CHORD BEARS SOUTH 85 DEGREES 37 MINUTES 02 SECONDS WEST A LENGTH OF 87.83 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEGREES 03 MINUTES 12 SECONDS, A DISTANCE OF 88.84 FEET;

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

THENCE NORTH 19 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 64.77 FEET TO A POINT ON THE EASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID LINE, NORTH 39 DEGREES 42 MINUTES 01 SECONDS WEST, A DISTANCE OF 133.96 FEET;

THENCE NORTH 35 DEGREES 47 MINUTES 36 SECONDS WEST, A DISTANCE OF 455.96 FEET;

THENCE NORTH 32 DEGREES 28 MINUTES 43 SECONDS WEST, A DISTANCE OF 217.09 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,247,598 SQUARE FEET OR 28.641 ACRES OF LAND, MORE OR LESS.



MAY 2024
B1 PARCEL

PAGE 3

DIBBLE

DIBBLE PROJECT NO
1121067

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
FIELDHOUSE PARCEL

A PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NO. 2014-2130445 AND INSTRUMENT NO. 2024-0810257, RECORDS OF PIMA COUNTY, ARIZONA SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH A BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1133.86 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE CAMPBELL AVENUE AND INTERSTATE ON-RAMP RIGHT OF WAY AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010 PM 263 H7854 01R AND ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, NORTH 45 DEGREES 09 MINUTES 32 SECONDS EAST A DISTANCE OF 83.27 FEET;

THENCE NORTH 57 DEGREES 55 MINUTES 13 SECONDS EAST, A DISTANCE OF 226.41 FEET;

THENCE NORTH 84 DEGREES 32 MINUTES 51 SECONDS EAST, A DISTANCE OF 241.83 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS DESCRIBED IN AFORESAID ADOT RIGHT OF WAY PLANS;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH 57 DEGREES 02 MINUTES 52 SECONDS EAST, A DISTANCE OF 317.15 FEET TO THE NORTH LINE OF TUCSON DIVERSION CHANNEL AS DESCRIBED IN DOCKET 4629, PAGE 180, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH THE AFORESAID NORTH LINE OF CHANNEL , SOUTH 34 DEGREES 10 MINUTES 17 SECONDS WEST, A DISTANCE OF 186.67 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 535.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 27 MINUTES 43 SECONDS, A LENGTH OF 293.78 FEET TO THE SOUTHEAST CORNER OF THAT AMENDMENT TO THE NORTH LINE OF SAID CHANNEL AS DESCRIBED IN INSTRUMENT NO. 2014-0760667, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID AMENDMENT LINE, NORTH 24 DEGREES 22 MINUTES 00 SECONDS WEST ALONG A RADIAL LINE, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE

CONCAVE TO THE NORTHWEST WITH A RADIUS OF 510.00 FEET WHOSE CHORD BEARS SOUTH 74 DEGREES 03 MINUTES 33 SECONDS WEST A LENGTH OF 149.46 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 51 MINUTES 06 SECONDS, A LENGTH OF 150.00 FEET;

THENCE SOUTH 07 DEGREES 30 MINUTES 55 SECONDS EAST ALONG A RADIAL LINE, A DISTANCE OF 25.00 FEET TO A THE SOUTHWEST CORNER OF THE AFORESAID AMENDMENT, ALSO BEING A POINT ON THE AFORESAID NORTH LINE OF CHANNEL, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 535.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 43 MINUTES 38 SECONDS WEST, 23.20 FEET;

THENCE UPON AND WITH SAID NORTH LINE OF CHANNEL, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 29 MINUTES 05 SECONDS, A LENGTH OF 23.20 FEET TO A TANGENT LINE;

THENCE UPON AND WITH SAID TANGENT LINE, SOUTH 84 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 191.74 FEET TO A FOUND ADOT FLUSH BRASS CAP;

THENCE SOUTH 84 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 60.15 FEET TO A POINT ON THE ON THE AFORESAID WEST LINE OF SECTION 32;

THENCE UPON AND WITH THE SAID WEST LINE OF SECTION 32, NORTH 00 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 4.34 FEET TO A FOUND ADOT FLUSH BRASS CAP;

THENCE DEPARTING SAID WEST LINE OF SECTION 32, SOUTH 84 DEGREES 58 MINUTES 49 SECONDS WEST, A DISTANCE OF 60.15 FEET TO A FOUND FLUSH ADOT BRASS CAP, ALSO BEING A POINT ON THE EAST RIGHT OF WAY OF CAMPBELL AVENUE;

THENCE UPON AND WITH THE SAID EAST RIGHT OF WAY, NORTH 00 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 321.82 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE CAMPBELL AVENUE AND INTERSTATE 10 ON-RAMP;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, NORTH 45 DEGREES 09 MINUTES 32 SECONDS EAST A DISTANCE OF 83.27 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 328,250 SQUARE FEET OR 7.536 ACRES OF LAND, MORE OR LESS.



EXHIBIT "B"
LEGAL DESCRIPTION
FOR
A PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1758.72 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED AS BLOCK A, KINO BLOCK PLAT, INSTRUMENT NUMBER 2018-2640610, ALSO BEING A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED AS BLOCK A, FINAL PLAT IRVINGTON PLACE, BOOK 62, PAGE 63, RECORDS OF PIMA COUNTY, ARIZONA, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID WEST LINE OF THE NORTHWEST QUARTER, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1.00 FEET;

THENCE UPON AND WITH THE AFORESAID NORTH LINE OF PARCEL 5, BLOCK A, SOUTH 86 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 60.22 FEET TO A POINT ON THE SOUTHERLY LINE ON THAT PARCEL DESCRIBED AS PARCEL 5, DOCKET 4629, PAGE 180, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID SOUTHERLY LINE, SOUTH 86 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 10.78 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 533.15 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 32 MINUTES 54 SECONDS, A LENGTH OF 498.28 FEET;

THENCE SOUTH 32 DEGREES 31 MINUTES 07 SECONDS EAST, A DISTANCE OF 245.95 FEET;

THENCE SOUTH 15 DEGREES 47 MINUTES 23 SECONDS EAST, A DISTANCE OF 104.17 FEET;

THENCE SOUTH 32 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 136.67 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257, RECORDS PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SOUTH 27 DEGREES 56 MINUTES 44 SECONDS WEST, A DISTANCE OF 56.08 FEET;

THENCE SOUTH 41 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 154.76 FEET;

THENCE SOUTH 14 DEGREES 20 MINUTES 49 SECONDS WEST, A DISTANCE OF 22.34 FEET;

THENCE SOUTH 20 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 32.88 FEET TO A POINT ON THE EAST-WEST MIDSECTION LINE OF AFORESAID SECTION 32;

THENCE CONTINUING UPON AND WITH SAID EAST PARCEL LINE SOUTH 20 DEGREES 15 MINUTES 58 SECONDS EAST A DISTANCE OF 36.96 FEET;

THENCE SOUTH 23 DEGREES 22 MINUTES 28 SECONDS EAST, A DISTANCE OF 123.73 FEET;

THENCE SOUTH 02 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 266.56 FEET;

THENCE DEPARTING THE AFORESAID EAST PROPERTY LINE, SOUTH 02 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 38.90 FEET;

THENCE SOUTH 59 DEGREES 33 MINUTES 09 SECONDS WEST, A DISTANCE OF 78.30 FEET TO A POINT ON THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN DOCKET 2253, PAGE 332, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID WESTERLY LINE, NORTH 60 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 413.44 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 14 SECONDS EAST A DISTANCE OF 287.99 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DOCKET 7128, PAGE 87, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN DOCKET 7128, PAGE 87, RECORDS OF PIMA COUNTY, ARIZONA, SOUTH 89 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 483.32 FEET;

THENCE SOUTH 44 DEGREES 04 MINUTES 35 SECONDS WEST, A DISTANCE OF 37.70 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH CAMPBELL AVENUE AS DESCRIBED BY AFORESAID KINO BLOCK PLAT AND IRVINGTON PLACE FINAL PLAT;

THENCE UPON AND WITH SAID EASTERLY RIGHT OF WAY, NORTH 00 DEGREES 56 MINUTES 25 SECONDS WEST, A DISTANCE OF 578.95 FEET;

THENCE NORTH 15 DEGREES 34 MINUTES 25 SECONDS WEST, A DISTANCE OF 394.27 FEET TO A POINT ON THE SOUTHERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 238, PAGE 224, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID SOUTHERLY LINE, SOUTH 85 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 39.74 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED

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AREA OF 622,760 SQUARE FEET OR 14.297 ACRES OF LAND, MORE OR LESS.



MAY 2024
A PARCEL

DIBBLE PROJECT NO
1121067

EXHIBIT "D"
LEGAL DESCRIPTION
FOR
B2 PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 32, BEARS NORTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 2647.43 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1896.47 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 1918.33 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS DESCRIBED IN ADOT RIGHT OF WAY PLANS TUCSON-BENSON HIGHWAY, KINO/CAMPBELL AVENUE T.I. 010-PM-263-H7854-01R, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 57 DEGREES 03 MINUTES 05 SECONDS EAST, A DISTANCE OF 637.66 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 33 DEGREES 03 MINUTES 31 SECONDS WEST, A DISTANCE OF 1319.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TOURNAMENT WAY AS DESCRIBED IN INSTRUMENT NUMBER 2019-3290712 RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID RIGHT OF WAY LINE, NORTH 56 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 37.00 FEET;

THENCE SOUTH 33 DEGREES 03 MINUTES 31 SECONDS WEST, A DISTANCE OF 70.00;

THENCE SOUTH 56 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 916.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 117.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101 DEGREES 25 MINUTES 21 SECONDS, A DISTANCE OF 207.11 FEET;

THENCE SOUTH 44 DEGREES 28 MINUTES 52 SECONDS WEST, A DISTANCE OF 105.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 540.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 59 SECONDS, A DISTANCE OF 149.54 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257, RECORDS OF PIMA COUNTY ARIZONA AND

THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 113.55 FEET WHOSE CHORD BEARS SOUTH 89 DEGREES 42 MINUTES 38 SECONDS WEST, A LENGTH OF 93.86 FEET;

THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE OF TOURNAMENT WAY, UPON AND WITH SAID SOUTHERLY PARCEL LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 49 MINUTES 19 SECONDS FOR A DISTANCE OF 96.76 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 77.50 FEET WHOSE CHORD BEARS SOUTH 50 DEGREES 26 MINUTES 05 SECONDS EAST, A LENGTH OF 47.45 FEET;

THENCE UPON AND WITH SAID NORTHEASTERLY WASH LINE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 38 MINUTES 57 SECONDS, A DISTANCE OF 48.22 FEET;

THENCE NORTH 32 DEGREES 36 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.96 FEET;

THENCE NORTH 42 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.94 FEET;

THENCE NORTH 65 DEGREES 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.18 FEET;

THENCE SOUTH 78 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 115.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 2253, PAGE 332, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID NORTHEASTERLY LINE, NORTH 65 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 468.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 811.47 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 36 MINUTES 21 SECONDS, A DISTANCE OF 631.75 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID PARCEL DESCRIBED IN INSTRUMENT NUMBER 2024-0810257;

THENCE ALONG SAID WEST PARCEL LINE NORTH 01 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 92.25 FEET;

THENCE NORTH 31 DEGREES 48 MINUTES 32 SECONDS EAST, A DISTANCE OF 121.88 FEET;

THENCE NORTH 07 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 115.80 FEET;

THENCE DEPARTING THE AFORESAID WEST LINE, NORTH 07 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.70 FEET;

THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS EAST, A DISTANCE OF 131.87 FEET TO A POINT ON THE NORTHEASTERLY LINE OF JULIAN WASH AS DESCRIBED IN DOCKET 13059, PAGE 2530, RECORDS OF PIMA COUNTY, ARIZONA AND THE BEGINNING OF A NON-TANGENT CURVE

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CONCAVE TO THE EAST WITH A RADIUS OF 233.50 FEET WHOSE CHORDS BEARS SOUTH 01 DEGREES 57 MINUTES 40 SECONDS EAST, A LENGTH OF 127.54 FEET;

THENCE UPON AND WITH SAID NORTHEASTERLY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 41 MINUTES 53 SECONDS, A DISTANCE OF 129.18 FEET TO A POINT ON A REVERSE CURVE WITH A RADIUS OF 666.30 FEET WHOSE CHORD BEARS NORTH 08 DEGREES 08 MINUTES 01 SECONDS EAST A LENGTH OF 133.61 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 31 SECONDS A DISTANCE OF 133.84 FEET;

THENCE DEPARTING THE AFORESAID NORTHEASTERLY WASH LINE, SOUTH 02 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 82.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 300.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 08 MINUTES 16 SECONDS, A DISTANCE OF 74.03 FEET;

THENCE NORTH 11 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 64.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 20 MINUTES 17 SECONDS A DISTANCE OF 91.94 FEET;

THENCE NORTH 14 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 19.20 FEET;

THENCE NORTH 87 DEGREES 14 MINUTES 56 SECONDS EAST, A DISTANCE OF 59.40 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 71.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 232.62 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 44 MINUTES 24 SECONDS, A DISTANCE OF 214.13 FEET;

THENCE SOUTH 82 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 185.93 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1037.87 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 54 SECONDS A DISTANCE OF 322.10 FEET;

THENCE NORTH 25 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 101.17 FEET;

THENCE NORTH 70 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 19 DEGREES 07 MINUTES 26 SECONDS EAST, A DISTANCE OF 362.90 FEET TO THE

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BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 155.50 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 22 MINUTES 21 SECONDS, A DISTANCE OF 158.42 FEET;

THENCE NORTH 39 DEGREES 14 MINUTES 55 SECONDS WEST, A DISTANCE OF 53.71 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 32 DEGREES 56 MINUTES 23 SECONDS EAST, A DISTANCE OF 102.78 FEET TO THE BEING THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,641,161 SQUARE FEET OR 37.676 ACRES OF LAND, MORE OR LESS.



MAY 2024
B2 PARCEL

PAGE 4
DIBBLE

DIBBLE PROJECT NO
1121067

SCHEDULE B

EXISTING AGREEMENTS

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE C

PERMITTED EXCEPTIONS

[TO BE ATTACHED UPON FINAL ISSUANCE OF TITLE COMMITMENT]

SCHEDULE D

INITIAL TERM AND PRIMARY TERM

Initial Term

The Initial Term shall commence upon the closing of the MQ Phase I Financing and shall end at 12:00AM MST on the day after Final Completion (as such term is defined in the Development Agreement) of MQ Field House (the "MQ Phase I Final Completion Date").

Primary Term

The Primary Term shall commence on the MQ Phase I Final Completion Date and shall end at 12:00AM MST on the day that is forty (40) years after the last to occur of (i) the MQ Phase I Final Completion Date, (ii) the date on which Final Completion of MQ Phase II is achieved pursuant to the issuance of a Certificate of Occupancy (as defined in the Development Agreement) for the last Improvement to be developed and constructed within MQ Phase II, or (iii) the date on which Final Completion of MQ Phase III is achieved pursuant to the issuance of a Certificate of Occupancy for the last Improvement to be developed and constructed within MQ Phase III.

SCHEDULE E

MQ PHASE I GMP

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

SCHEDULE F

MQ PHASE II GMP

TO BE ATTACHED UPON CLOSING OF MQ PHASE II FINANCING

SCHEDULE G

MQ PHASE III GMP

TO BE ATTACHED UPON CLOSING OF MQ PHASE III FINANCING

SCHEDULE H

PHASE I GROUND RENT SCHEDULE

2024		2025		2026	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
DEFERRED PER TERMS OF MASTER GROUND LEASE		DEFERRED PER TERMS OF MASTER GROUND LEASE		DEFERRED PER TERMS OF MASTER GROUND LEASE	
2027		2028		2029	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$773,807	July 31	\$773,807	July 31	\$773,807
2030		2031		2032	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$773,807	July 31	\$773,807	July 31	\$773,807
2033		2034		2035	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$773,807	July 31	\$773,807	July 31	\$773,807
2036		2037		2038	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$773,810	July 31	\$587,064	July 31	\$587,064
2039		2040		2041	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064

2042		2043		2044	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2045		2046		2047	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2048		2049		2050	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2051		2052		2053	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2054		2055		2056	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2057		2058		2059	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064

2060		2061		2062	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2063		2064		2065	
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
July 31	\$587,064	July 31	\$587,064	July 31	\$587,064
2066		2067			
<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>		
July 31	\$587,064	March 31	\$144,889		

SCHEDULE I

PHASE I RATE

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

SCHEDULE J

PHASE II GROUND RENT PAYMENT SCHEDULE

TO BE ATTACHED UPON EXECUTION OF PHASE II GROUND LEASE

SCHEDULE K

PHASE II RATE

TO BE ATTACHED UPON CLOSING OF MQ PHASE II FINANCING

SCHEDULE L

PHASE III GROUND RENT PAYMENT SCHEDULE

TO BE ATTACHED UPON EXECUTION OF PHASE III GROUND LEASE

SCHEDULE M

PHASE III RATE

TO BE ATTACHED UPON CLOSING OF MQ PHASE III FINANCING

SCHEDULE N

PHASE I APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE O

PHASE II APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE P

PHASE III APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE Q

OPERATING EXPENSES

MQ Phase I Staff Expense
MQ Phase II Staff Expense
MQ Phase III Staff Expense
Mosaic Quarter Development Staff Expense
MQ Phase I Edge Sports Group Senior Management Staff Expense
MQ Phase II Edge Sports Group Senior Management Staff Expense
MQ Phase III Edge Sports Group Senior Management Staff Expense
MQ Phase I Edge Sports Group Base Facility Management Fee
MQ Phase II Edge Sports Group Base Facility Management Fee
MQ Phase III Edge Sports Group Base Facility Management Fee
MQ Phase I Edge Sports Group Facility Management Fee
MQ Phase II Edge Sports Group Facility Management Fee
MQ Phase III Edge Sports Group Facility Management Fee
Mosaic Quarter Development Master Ground Lease Insurance Premiums
MQ Phase I Insurance Premiums
MQ Phase II Insurance Premiums
MQ Phase III Insurance Premiums
MQ Phase I Utility Expense
MQ Phase II Utility Expense
MQ Phase III Utility Expense
MQ Phase I Non-Staff Operating Expense
MQ Phase II Non-Staff Operating Expense
MQ Phase III Non-Staff Operating Expense
MQ Phase I Repair and Maintenance Expense
MQ Phase II Repair and Maintenance Expense
MQ Phase III Repair and Maintenance Expense
Mosaic Quarter Development Common Area Maintenance and Repair Expense

SCHEDULE R

RESERVES

MQ Phase I Non-Staff Operating Expense Reserve

MQ Phase II Non-Staff Operating Expense Reserve

MQ Phase III Non-Staff Operating Expense Reserve

Mosaic Quarter Development Common Area Repair and Maintenance Expense Reserve