WHEN RECORDED RETURN TO:

City of Mesa
Attn: Real Estate Department
20 East Main Street
Mesa, Arizona 85201

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MESA, an Arizona municipal corporation ("City") and VHS ACQUISITION SUBSIDIARY NUMBER 11 INC., a Delaware corporation ("Owner"). City and Owner are collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS

A. Owner owns approximately fifty (50) acres of land located within the 5600 to 5800 blocks of East Inverness Avenue (north and west sides) and within the 5600 to 5800 blocks of South Sunview (north and south sides), generally located east of Higley Road and north of Baseline Road in Mesa, Arizona, and consisting of APN 141-53-045F, APN 141-53-045P, APN 141-53-049D, and APN 141-53-726B, as legally described in Exhibit A ("Property").

B. The Property is currently zoned Planned Employment Park with a Planned Area Development Overlay and Council Use Permit (PEP-PAD-CUP). Through Zoning Case ZON22-00263, Owner submitted an application to rezone a portion of the Property to Light Industrial with a Planned Area Development Overlay (LI-PAD), depicted as "Sites 1 - 3" on Exhibit B ("LI-PAD Portion"), and a portion of the Property to Planned Employment Park with a Planned Area Development Overlay (PEP-PAD), depicted as "Sites 4 - 8" on Exhibit B ("PEP-PAD Portion").

C. Pursuant to the Mesa 2040 General Plan ("Plan"), the Property is located in the Specialty character type with a Medical Campus sub-type. Light Industrial (LI) and Planned Employment Park (PEP) are both primary zoning districts permitted in the Specialty-Medical Campus sub-type and are consistent with the Plan.

D. The Plan contemplates the use of development agreements to restrict permitted land uses on a property or within a proposed development for, among other reasons, compatibility with neighboring development and suitability with the character type and intended character traits; to that end, Owner has agreed, and City is requiring Owner, to prohibit or restrict certain land uses that are allowed in the proposed LI-PAD and PEP-PAD zoning districts to further facilitate compatibility with the Specialty-Medical Campus sub-type and surrounding development.

E. The Parties desire to enter into this Agreement for the primary purpose of prohibiting or restricting certain land uses permitted on the Property as may be required by the Plan and Mesa Zoning Ordinance § 11-22-2 and intend this document to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as

follows:

1. Definitions.

The terms of this Agreement have the below meanings, whether or not the term is capitalized, unless the context requires otherwise. Words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The term "including" means "including but not limited to" or "including without limitation." The term "shall" means a requirement or mandate. All references to laws or regulations mean such laws and regulations as amended or replaced.

A. "Affiliate" as applied to any person, is any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) "control" (including with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) "person" is and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts, or other organizations, whether or not legal entities.

B. "Building" or "Buildings" is any individual building or collectively the buildings designated as 1A, 1B, 1C, 2A, 2B, 2C, 2D, and 2E on the Property's site plan approved by the City Council concurrently with the approval of this Agreement.

C. "City Manager" is the person designated by the City as its City Manager or their designee.

D. "Cross-docks" is a building constructed to allow or that does allow, or the act of allowing, the logistics practice of unloading goods from inbound delivery vehicles and loading them directly onto outbound vehicles.

E. "Individual Building Cap" is as defined in Section 3.5(B).

F. "Indoor Warehousing and Storage" is as defined in Mesa Zoning Ordinance § 11-86-5.

G. "LI-PAD Portion" is as defined in Recital B.

H. "PEP-PAD Portion" is as defined in Recital B.

I. "Manufacturing" is Manufacturing, General and Manufacturing, Limited, collectively.

J. "Manufacturing, General" is as defined in Mesa Zoning Ordinance § 11-86-5.

K. "Manufacturing, Limited" is as defined in Mesa Zoning Ordinance § 11-86-5.

L. "Multiple Residence" is as defined in Mesa Zoning Ordinance § 11-86-2.

M. "Overall Property Cap" is as defined in Section 3.5(C).

N. "Property" is as defined in Recital A.

O. "Report" is as defined in in Section 3.5(H).

P. "Research and Development" is as defined in Mesa Zoning Ordinance § 11-86-5.

Q. "Tenant" is any owner (including Owner), tenant, subtenant, licensee, or sublicensee that occupies any portion of a Building during the term of this Agreement.

R. "Tenant Cap" is as defined in Section 3.5(D).

S. "Tenant's Space" is the gross floor area of interior Building space that a specific Tenant occupies, leases, sublicenses, licenses, uses, or intends to use, including all suites, offices, hallways, or other areas within any Building.

T. "Warehousing Cap" is as defined in Section 3.5.

U. "Warehousing/Wholesale" is as defined in Section 3.5(A)(i).

V. "Wholesale" is as defined in Mesa Zoning Ordinance § 11-86-5.

2. Duties and Obligations Run With and Bind the Property. Owner and its successors and assigns agree that the obligations set forth in this Agreement are covenants running with the Property that are binding and enforceable upon Owner and its successors and assigns. The obligations set forth in this Agreement, including the prohibitions and restrictions on use in Section 3, are binding and enforceable upon Owner, Tenant, and any applicant for any City permit or approval needed to develop, construct, or improve any portion of the Property.

3. Prohibited and Restricted Uses.

3.1 Prohibited Uses on the LI-PAD Portion: General. The following land uses in the Mesa Zoning Ordinance (Mesa City Code Title 11) are prohibited on the LI-PAD Portion and are not allowed anywhere on the LI-PAD Portion:

A. Correctional Transitional Housing Facility (CTHF)
B. Cultural Institutions
C. Day Care Centers
D. Schools, Public or Private
E. Automobile Rentals
F. Automobile/Vehicle Sales and Leasing
G. Automobile/Vehicle Repair, Major
H. Automobile/Vehicle Service and Repair, Minor
I. Automobile/Vehicle Washing
J. Large Vehicle and Equipment Sales, Services, and Rental
K. Service Station
L. Towing and Impound
M. Large Commercial Development
N. Dual Licensee Facilities

O. Medical Marijuana Dispensaries
P. Marijuana Cultivation Facilities
Q. Marijuana Infusion Facilities
R. Parking, Commercial
S. Swap Meets and Flea Markets
T. Reverse Vending Machines
U. Small Indoor Collection Facilities
V. Large Collection Facilities
W. Boat and Recreational Vehicle Storage
X. Contractor's Yards
Y. Mini-Storage
Z. Aircraft Refueling Stations
AA. Aircraft Light Maintenance
BB. Airport Transit Station
CC. Airport Related Long-Term Parking Lots
DD. Heliports

3.2 Prohibited Uses on the PEP-PAD Portion: General. The following land uses in the Mesa Zoning Ordinance (Mesa City Code Title 11) are prohibited on the PEP-PAD Portion and are not allowed anywhere on the PEP-PAD Portion:

A. Cultural Institutions
B. Day Care Centers
C. Automobile Rentals
D. Automobile/Vehicle Washing
E. Service Station
F. Reverse Vending Machines
G. Small Indoor Collection Facilities
H. Mini-Storage
I. Heliports
J. Transportation Passenger Terminals
K. Solar Farms
L. Utilities, Minor

3.3 Prohibited Use on the Property: Cross-docks. Cross-docks are prohibited anywhere on the Property, including in any Building with Indoor Warehousing and Storage and/or Wholesale. The prohibition on cross-docks includes: (A) a prohibition that the Buildings shall not have bay doors, docking doors, or other similar loading doors on more than one side of a Building; and (B) no Building shall serve as a cross-docking terminal.

3.4 Prohibited Use on the Property: Multiple Residence. Multiple Residence is prohibited on any portion of the Property and is not allowed. Pursuant to the Mesa Zoning Ordinance, Multiple Residence is a prohibited use in both the LI-PAD Portion and the PEP-PAD Portion; however, if any portion of the Property is rezoned to a zoning district that permits Multiple Residence, whether by right or through approval of a conditional use permit, Multiple Residence shall remain prohibited on any portion of the Property and shall not be allowed.

3.5 Restricted Uses on the Property: Indoor Warehousing and Storage; Wholesale. The intent of this Section 3.5 is to restrict and cap the amount of (i) Indoor Warehousing and Storage and (ii) Wholesale on the Property by restricting the amount of both (i) Indoor Warehousing and Storage and (ii) Wholesale in each individual Building (the "Individual Building Cap", as defined below), on the Property

overall (the "Overall Property Cap", as defined below), and used by each individual Tenant (the "Tenant Cap", as defined below). The Individual Building Cap, the Overall Property Cap, and the Tenant Cap are collectively referred to as the "Warehousing Cap".

A. Determination of Use of Tenant's Space. The City's Zoning Administrator or designee shall determine whether a Tenant's Space is used for Warehousing/Wholesale (as defined below) or is used for a use other than Warehousing/Wholesale, pursuant to Sections 3.5(A)(i) and (ii). If it is determined that a Tenant's Space is used for Warehousing/Wholesale, then the entire Tenant's Space is counted against the Warehousing Cap. If it is determined that the Tenant's Space is used for a use other than Warehousing/Wholesale, then none of the Tenant's Space is counted against the Warehousing Cap.

i. A Tenant's Space shall be determined to be used for "Warehousing/Wholesale" if the portion of the Tenant's Space used for Indoor Warehousing and Storage combined with the portion of the Tenant's Space used for Wholesale exceeds forty-nine percent (49%) of the total Tenant's Space, unless the City's Zoning Administrator determines that: (a) the primary and principal use of the Tenant's Space is for Research and Development, Manufacturing, Limited, or Manufacturing, General (permitted only in the LI-PAD Portion per the Mesa Zoning Ordinance); and (b) both the Indoor Warehousing and Storage use and the Wholesale use in the Tenant's Space are for the storing of raw materials or completed products customarily incidental to, related to, and clearly subordinate to the Research and Development use, the Manufacturing, Limited use, or the Manufacturing, General use in the Tenant's Space. For purposes of clarification only, a Tenant's Space that meets the requirements of Section 3.5(A)(i)(a) and (b) is not Warehousing/Wholesale and is not subject to the Individual Building Cap or the Overall Property Cap.

ii. A Tenant's Space shall be determined to be used for a use other than Warehousing/Wholesale if the Tenant's Space is not determined to be used for Warehousing/Wholesale pursuant to Section 3.5(A)(i).

B. Individual Building Cap. The collective total of each Tenant's Space used for Warehousing/Wholesale (determined pursuant to Section 3.5(A)) in each individual Building shall not exceed (i.e., is capped at) forty-nine percent (49%) of the individual Building's total interior gross floor area ("Individual Building Cap").

The following are examples for illustrative purposes only of the Individual Building Cap and do not limit any provision or restriction of this Agreement:

"Building 1" has a total gross interior floor area of 100,000 square feet. There are two Tenants in Building 1. "Tenant's Space A" is 40,000 square feet and "Tenant's Space B" is 60,000 square feet. Tenant's Space A uses 25,000 square feet (62.5%) for Indoor Warehousing and Storage, and the Zoning Administrator did not determine that the primary and principal use of Tenant's Space A is for either Research and Development or Manufacturing. Tenant's Space A is thus determined to be used for Warehousing/Wholesale and the entire 40,000 square feet of Tenant's Space A is counted against the Individual Building Cap. Therefore, 40% of Building 1 is used for Warehousing/Wholesale. In this scenario, as long as Tenant's Space B uses 49% (29,400 square feet) or less for Indoor Warehousing and Storage and/or Wholesale, Building 1 complies with the Individual Building Cap. This is because, as long as Tenant's Space B uses 49% (29,400 square feet) or less for Indoor Warehousing and Storage and/or Wholesale, none of Tenant's Space B is counted against the Individual Building Cap.

Alternatively, if Tenant's Space A and Tenant's Space B in Building 1 were each 50,000 square feet, Tenant's Space A using 25,000 square feet for Indoor Warehousing and Storage would be a violation of the Individual Building Cap and not allowed. This is because Tenant's

Space A would be using more than 49% for Indoor Warehousing and Storage, meaning that the entirety of Tenant's Space A (the entire 50,000 square feet) would be counted against the Individual Building Cap for Building 1, resulting in 50% (i.e., more than 49%) of Building 1 being used for Warehousing/Wholesale.

C. Overall Property Cap. The collective total of each Tenant's Space used for Warehousing/Wholesale (determined pursuant to Section 3.5(A)) on the Property shall not exceed (i.e., is capped at) forty-nine percent (49%) of the collective interior gross floor area of all the Buildings on the Property ("Overall Property Cap").

The following are examples for illustrative purposes only of the Overall Property Cap and do not limit any provision or restriction of this Agreement:

The Property has three Buildings, each with 100,000 square feet of gross floor area. The collective interior gross floor area of all the Buildings on the Property is 300,000 square feet. Thus, the collective total of each Tenant's Space which may be used for Warehousing/Wholesale is capped at 147,000 square feet (49%). The division of all the Tenant's Spaces in the Buildings, and the determination of use of the Tenant's Spaces pursuant to Section 3.5(A) is as follows:

Building 1: Tenant's Space A (40,000 square feet)
Use: Warehousing/Wholesale
Tenant's Space B (60,000 square feet)
Use: Not Warehousing/Wholesale

Building 2: Tenant's Space A (15,000 square feet)
Use: Warehousing/Wholesale
Tenant's Space B (25,000 square feet)
Use: Warehousing/Wholesale
Tenant's Space C (60,000 square feet)
Use: Not Warehousing/Wholesale

Building 3: Tenant's Space A (15,000 square feet)
Use: Warehousing/Wholesale
Tenant's Space B (15,000 square feet)
Use: Warehousing/Wholesale
Tenant's Space C (35,000 square feet)
Use: Not Warehousing/Wholesale
Tenant's Space D (35,000 square feet)
Use: Not Warehousing/Wholesale

In this scenario, the Property complies with the Overall Property Cap because the collective total of each Tenant's Space used for Warehousing/Wholesale is 110,000 square feet, or ~36.7% of the collective interior gross floor area of all the Buildings on the Property.

D. Tenant Cap. The intent of this Section 3.5(D) is to encourage Tenants to use their Tenant's Space for Research and Development or Manufacturing, and to limit Tenants' Indoor Warehousing and Storage use and Wholesale use to uses that are incidental and subordinate to the Research and Development use or the Manufacturing use. To that end, this Section 3.5(D) is intended to limit the amount of Tenant's Space a Tenant can use exclusively for Indoor Warehousing and Storage and/or Wholesale.

Each individual Tenant using any of its Tenant's Space for

Warehousing/Wholesale (determined pursuant to Section 3.5(A)), including each Affiliate of that Tenant, is prohibited from using any interior gross floor area of a Building for Indoor Warehousing and Storage and/or Wholesale in more than: (i) one (1) Building in the LI-PAD Portion; and (ii) two (2) Buildings in the PEP-PAD Portion ("Tenant Cap"), except when: (a) the City Manager, in his sole discretion, grants the Tenant or its applicable Affiliate an exception to the Tenant Cap (in determining whether to grant an exception, the City Manager will consider the intent of this Section 3.5(D)); or (b) the Tenant or its Affiliate occupies, leases, sublicenses, licenses, or uses the entire Building (such use must still comply with the Individual Building Cap and the Overall Property Cap).

E. Notice to Tenants. Prior to a Tenant entering into an agreement with Owner to occupy any portion of a Building, Owner shall notify each such prospective Tenant in writing of the restrictions on (i) Indoor Warehousing and Storage and (ii) Wholesale in Section 3.5 of the Agreement and Owner shall include language in each lease, license, or similar agreement that prohibits the use, or conversion to a use, of the Property or any Tenant's Space that would result in a violation of Section 3.5 of the Agreement.

F. Prohibition. No use in violation of the Warehousing Cap is permitted in a Building or the Buildings. Should the Warehousing Cap maximum be reached in a Building or the Buildings, Owner shall not lease, license, or allow any additional interior floor area of a Building or the Buildings to be used for what would be deemed to be Warehousing/Wholesale pursuant to Section 3.5(A) and no Tenant in a Building shall convert the use of its Tenant's Space in a manner that would result in a violation of Section 3.5.

G. Submissions to City. The gross interior floor area used for Indoor Warehousing and Storage and the gross interior floor area used for Wholesale shall be specifically identified on all submissions to City for building permits, tenant improvements, or at such other times as reasonably agreed upon by City and Owner. City and Owner agree that Owner may submit an Administrative Review Application to the City's Planning Division for a preliminary review of floor plans or similar documents identifying the gross interior floor area intended to be used for Indoor Warehousing and Storage and the gross interior floor area intended to be used for Wholesale for a preliminary determination of whether the proposed plans comply with Section 3.5.

H. Reports to City. Prior to the issuance of the first certificate of occupancy for any Building on the Property, and thereafter on an annual basis, Owner or its successors or assigns owning any portion of a Building on the Property shall submit a report to the City's Economic Development Director via email, with a hard copy mailed to the City of Mesa, Economic Development Department, attention of the Economic Development Director, at 20 E. Main Street, Mesa, Arizona, 85201, confirming compliance with the (i) Indoor Warehousing and Storage and (ii) Wholesale restrictions in Section 3.5 ("Report"). The Report shall set forth (i) each Building's Tenants whose use is Warehousing/Wholesale pursuant to Section 3.5(A); and (ii) the total square footage for each Tenant's Space in the Building. After submission of the initial Report, thereafter the Report shall be submitted on an annual basis no later than January 31st each year.

4. Disputes. The prohibitions and restrictions on use in Section 3 are material and essential provisions of this Agreement and City would not have entered into this Agreement but for their inclusion herein. To the extent there is a disagreement between the Parties as to whether a use is allowed or permitted, such determination shall be submitted to the City's Zoning Administrator, who shall determine whether a proposed use is a prohibited or restricted use under the Agreement and such decision shall be deemed a final decision of the Zoning Administrator, which may then be appealed, and is governed by the appeal rights, as set forth in Mesa Zoning Ordinance § 11-77 and § 11-67-12.

5. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded in accordance with Section 6.1 and shall continue in full force until automatically terminated upon the earlier of (A) twenty (20) years after the effective date, or (B) termination by the mutual written agreement of Owner and City pursuant to this Agreement.

6. General Provisions.

6.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the Parties.

6.2 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered to the Party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address of the Party set forth below; or (iii) given to a recognized and reputable overnight delivery service, to the Party at the address set forth below. The addresses set forth in this Section 6.2 may be modified by a Party at any time by such Party designating in writing by notice duly given pursuant to this Section.

City:
City of Mesa
20 East Main Street
P.O. Box 1466 (U.S. Mail only)
Mesa, Arizona 85211
Attn: City Manager
Email: commanager@mesaaz.gov

With a copy to:
Mesa City Attorney's Office
20 East Main Street
P.O. Box 1466 (U.S. Mail only)
Mesa, Arizona 85211
Attn: City Attorney
Email: mesacityattorney@mesaaz.gov

With a copy to:
City of Mesa Development Services Department
55 North Center Street
P.O. Box 1466 (U.S. Mail only)
Mesa, Arizona 85211
Attn: Zoning Administrator
Email: mary.kopaskie-brown@mesaaz.gov

With a copy to:
City of Mesa Economic Development Department
20 East Main Street
P.O. Box 1466 (U.S. Mail only)
Mesa, Arizona 85211
Attn: Economic Development Director
Email: william.jabjiniak@mesaaz.gov

Owner:
Baseline Logistics Phase I LLC
845 Texas Avenue, Suite 3400
Houston, Texas 77002
Attn: W. Palmer Letzerich
Email: palmer.letzerich@hines.com

With a copy to:	Hines Interests Limited Partnership 845 Texas Avenue, Suite 3400 Houston, Texas 77002 Attn: Corporate Counsel Email: corporate.counsel@hines.com
With a copy to:	Cresset 444 West Lake Street, Suite 1900 Chicago, Illinois 60606 Attn: Michael L. Miller Email: mmiller@drecapital.com

Notices shall be deemed received (i) when delivered to the Party; (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions about governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient, to which a copy of the notice may be sent, is deemed to have received the notice.

6.3 Choice of Law, Venue, and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

6.4 Default. In the event a Party fails to perform or fails to otherwise act in accordance with any term or provision hereof ("Defaulting Party"), then the other Party ("Non-Defaulting Party") may provide written notice to perform to the Defaulting Party ("Notice of Default"). The Defaulting Party shall have thirty (30) days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than thirty (30) days would reasonably be required to cure the default or otherwise comply with any term or provision in this Agreement, then the Defaulting Party shall notify the Non-Defaulting Party of such and the timeframe needed to cure such default, and so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within the required thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation, then the time to cure the default shall be extended; however, no such extended cure period shall exceed ninety (90) days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.

6.5 Remedy/Equitable Relief. The Parties agree that damages alone are not an adequate remedy for the breach of any provision of this Agreement. In the event Owner fails to perform or fails to otherwise act in accordance with any term or provision hereof City shall be entitled, subject to any cure period set forth in this Agreement, to immediately seek enforcement of this Agreement by means of specific performance, injunction, or other equitable relief, without any requirement to post bond or other security. The specific performance remedy provided in this Section 6.5 shall be cumulative relief and shall not be a limitation on City's other remedies, including the right to seek contract damages under this Agreement. Additionally, City reserves the right to withhold any City permits or approvals from Owner,

Tenant, or any applicant, needed to develop, construct, or improve any portion of the Property and may revoke any City approval, permit, or certificate of occupancy if Owner allows any of the prohibited uses or any use in violation of the Warehousing Cap in Section 3.5 of this Agreement to operate on the Property.

6.6 Good Standing; Authority. Each Party represents and warrants that it is duly formed and a legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation in Arizona with respect to City, and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.7 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties, and their successors in interest and assigns.

6.8 No Partnership or Joint Venture; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, or entity not a party hereto, and no such other person, firm, or entity shall have any right or cause of action hereunder.

6.9 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

6.10 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

6.11 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

6.12 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided in this Agreement. A "business day" shall mean a City business day which is any day Monday through Thursday except for a legal holiday.

6.13 Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official, or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-513.

6.14 Entire Agreement. This Agreement, together with the Recitals (which are incorporated herein by reference) and the following Exhibit(s) attached hereto (which are incorporated herein by reference), constitute the entire agreement between the Parties:

Exhibit A: Legal Description of the Property
Exhibit B: Depiction of LI-PAD Portion and PEP-PAD Portion

All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

6.15 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

6.16 Severability. If any provision(s) of this Agreement is/are declared void or unenforceable, such provision(s) shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.17 Amendments. Any change, addition, or deletion to this Agreement requires a written amendment executed by both City and Owner. Within ten (10) days after any amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Maricopa County, Arizona.

6.18 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under A.R.S. § 12-1134 *et seq.*, including any right to compensation for reduction to the fair market value of the Property, as a result of City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

"**CITY**"

CITY OF MESA, ARIZONA
An Arizona municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _____, 2023, by _____, the _____ of the City of Mesa, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of City.

_____
Notary Public

My Commission Expires:

_____

"**OWNER**"

VHS ACQUISITION SUBSIDIARY NUMBER 11 INC.
A Delaware Corporation

By: _____

Its: _____

Date: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _____, 2023, by _____, as _____ of VHS ACQUISITION SUBSIDIARY NUMBER 11 INC., a Delaware Corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Owner.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A TO THE DEVELOPMENT AGREEMENT:
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL NO. 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ANY PORTION LYING WITHIN ARIZONA HEALTH & TECHNOLOGY PARK - UNIT 2, ACCORDING TO BOOK 1005 OF MAPS, PAGE 18.

PARCEL NO. 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 260 FEET OF SAID DESCRIPTION.

PARCEL NO. 3:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH,

RANGE 6 EAST OF THE GILA AND THE SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 40.00 FEET THEREOF FOR ROADWAY.

EXCEPT THAT PORTION LYING WITHIN ARIZONA HEALTH & TECHNOLOGY PARK - UNIT 2, ACCORDING TO BOOK 1005 OF MAPS, PAGE 18.

EXCEPT ANY PORTION CONVEYED TO CITY OF MESA, A MUNICIPAL CORPORATION, THROUGH SPECIAL WARRANTY DEED RECORDED AUGUST 09, 2007 AS 2007-0902081 AND RECORDED AUGUST 21, 2007 AS 2007-0937046, BOTH OF OFFICIAL RECORDS.

EXCEPT ANY PORTION CONVEYED TO TOWN OF GILBERT, A MUNICIPAL CORPORATION THROUGH WARRANTY DEED RECORDED AUGUST 21, 2007 AS 2007-0937045 OF OFFICIAL RECORDS.

PARCEL NO. 4:

LOT 2, OF THE ARIZONA HEALTH AND TECHNOLOGY PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER IN BOOK 595 OF MAPS, PAGE 35, AS AMENDED BY SURVEYOR'S REPORT RECORDED IN 2003-547203 OF OFFICIAL RECORDS.

TOGETHER WITH RIGHT OF WAY ABANDONED PART OF SOUTH SUNVIEW MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

PART OF A STRIP OF LAND 110.00 FEET IN WIDTH BEING KNOWN AS SOUTH SUNVIEW AS RECORDED IN BOOK 563 OF MAPS PAGE 14 AND IN BOOK 595 OF MAPS PAGE 35 AS AMENDED BY SURVEYOR'S REPORT RECORDED IN 2003-547203 OF THE MARICOPA COUNTY RECORDS ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1

NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1SOUTH, RANGE 6 EAST SAID POINT BEING ON THE SOUTHERLY PROJECTION OF THE CENTERLINE OF SAID SOUTH SUNVIEW FROM WHICH A MCHD BRASSCAP IN HANDHOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 89°14'43" WEST 1746.85 FEET;

THENCE NORTH 00°45'15" WEST ALONG THE CENTERLINE OF SAID SOUTH SUNVIEW A DISTANCE OF 579.49 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 750.00 FEET AND AN ARC LENGTH OF 226.24 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 71°57'44" EAST A DISTANCE OF 55.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID SOUTH SUNVIEW TO A POINT ON A NON TANGENT CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 805.00 FEET, THE CENTER OF WHICH LIES SOUTH 71°57'44" WEST 805.00 FEET, AN ARC LENGTH OF 720.97 FEET TO A POINT OF TANGENT;

THENCE NORTH 69°21'11" WEST A DISTANCE OF 2.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE WESTERLY ALONG THE SAID NORTH LINE SOUTH 89°09'45" WEST A DISTANCE OF 336.70 FEET TO A POINT ON A NON TANGENT CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2500.00 FEET, THE CENTER OF WHICH LIES SOUTH 14°43'51" WEST 2500.00 FEET, AN ARC LENGTH OF 258.13 FEET TO A POINT OF TANGENT;

THENCE SOUTH 69°21'11" EAST 58.21 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 695.00 FEET, THE CENTER WHICH LIES SOUTH 27°27'50" WEST 695.00 FEET, AN ARC LENGTH OF 622.45 FEET TO A POINT;

THENCE NORTH 71°57'44" EAST 55.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

TRACT A, OF ARIZONA HEALTH & TECHNOLOGY PARK - UNIT 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1005 OF MAPS, PAGE 18.

EXHIBIT B TO THE DEVELOPMENT AGREEMENT:
DEPICTION OF LI-PAD PORTION AND PEP-PAD PORTION