

January 31, 2024

Richard Whitney
Platinum Realty Services, Inc.
MJC Investment Property V, LLC
275 Cathedral Rock Trail
Sedona, Arizona 86336

**Re: Sale of Prescott Valley Effluent Interests for development of the
North Central Arizona Senior Living Community**

Dear Mr. Whitney,

Water Property Investors, LLC ("Seller") submits this letter of intent ("LOI") for the sale of 10 acre-feet of Prescott Valley Effluent Interests ("Effluent Interests") to Platinum Realty Services, Inc. ("Buyer"). This LOI is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. This LOI does not address all issues material to the proposed transaction and except for the paragraph entitled "Confidentiality" is neither binding, nor contractual in nature.

The primary proposed terms and conditions of the contemplated sale are as follows:

Purchase Price	<p>Buyer will pay a total of [REDACTED] per acre-foot for 10 acre-feet or [REDACTED] for the Effluent Interests.</p> <p>The quantity of acre-feet can be adjusted, by mutual agreement, upon the approval of the project by the Prescott Valley City Council to reflect the quantity of acre-feet required by the Council's approval of Phase 1. The price per acre-foot would remain unchanged.</p> <p>All payments will be deposited into Escrow and disbursed therefrom as described below and fully detailed in the Effluent Water Auction Agreement dated November 19, 2007, and related documents (collectively "Auction Agreements").</p>
Due Diligence Period	<p>Buyer shall have until September 13, 2024 to perform due diligence on the purchase of the Effluent Interests.</p>
Closing	<p>The initial Closing shall occur on September 25, 2024. Subsequent Closings are as outlined.</p>
Payment Schedule	<p>Within five (5) days after acceptance of the Purchase Agreement (termed a "Resale Agreement") by Escrow Agent, Buyer shall deposit into Escrow [REDACTED] ("Earnest Money Deposit"). The Earnest Money Deposit shall become non-refundable at the expiration of the</p>

	<p>Due Diligence Period and shall be applicable to the Purchase Price.</p> <p>The remaining [REDACTED] will be due in full and deposited into Escrow at Closing.</p>
Additional Tranches	<p>Tranche 2: If Buyer closes on the contracted 10 acre-feet of Prescott Valley Effluent Interests ("Tranche 1"), the Buyer will have the ability to acquire an additional 5 acre-feet for [REDACTED] per acre-foot with a closing date on or before March 31, 2025. Buyer would need to notify Seller prior to closing on Tranche 1 that they intend to contract for Tranche 2. Within five (5) days after closing on Tranche 1, Buyer shall deposit into Escrow a non-refundable [REDACTED] deposit for Tranche 2, which would apply to the purchase price of Tranche 2 at the Tranche 2 Closing.</p> <p>Tranche 3: If Buyer closes on Tranche 2, the Buyer will have the ability to acquire an additional 15 acre-feet for [REDACTED] per acre-foot with a closing on or before October 31, 2025. Buyer would have to notify Seller prior to closing on Tranche 2 that they intend to contract for Tranche 3. Within five (5) days after closing on Tranche 2, Buyer shall deposit into Escrow a non-refundable [REDACTED] deposit for Tranche 3, which would apply to the purchase price of Tranche 3 at the Tranche 3 Closing.</p> <p>Buyer may purchase additional acre-feet of Effluent Interests at the closing date for any given tranche at such tranche's given price per acre-foot, up to a cumulative total of 30 acre-feet, provided Buyer provides notice to Seller of their intent to purchase additional acre-feet no less than 15-days prior to that the applicable tranche's closing date as outlined above.</p>
Escrow and Escrow Agent	<p>The Auction Agreements dictate that the Escrow Agent for the proposed transaction and all amounts due is:</p> <p>Stewart Title Guaranty Company 1980 Post Oak Blvd, 6th Floor Houston, TX 77056</p>
Confidentiality	<p>Seller, Buyer and their respective representatives agree that the terms of this LOI will remain confidential unless both parties agree otherwise in writing.</p>
Expiration of LOI	<p>This LOI will expire on February 13, 2024.</p>

This LOI supersedes any and all prior oral or written discussions, e-mails, correspondence, expressions of interest, etc. with Buyer about the acquisition of the above-referenced Effluent Interests.

Once Seller and Buyer have executed this LOI, Seller will draft for Buyer's review and execution a Resale Agreement that memorializes the terms and conditions set forth in this LOI. We look forward to working with you in this matter.

Sincerely,

Vince Vasquez

Water Property Investors, LLC

By: [Signature]

Title: Member

Accepted and agreed to:

Platinum Realty Services, Inc.

MJC Investment Property V, LLC

By: [Signature]

Printed name: Richard Whiner

Title: Managing Member