

Letter of Understanding and Agreement
Dated April 1, 2019

The below signed parties agree to the following terms and conditions and further agree to work together in good faith to complete and finalize all conditions set-forth herein without unnecessary delay.

Parties:

- A. Petersen Arizona Land & Entitlement Fund, LLC (Petersen)
3369 East Queen Creek Road
Gilbert, Arizona 85927
- B. JOHNSTON WM S III & GRACE, JOHNSTON NANCY, ALEX & CHARLOTTE JOHNSTON
TRUST DATED 12/29/93, AND NED & BETTY CARROL FAMILY TRUST (Johnston)
264 W Lantana Pl
Chandler Az 85248

Recitals:

- A. Petersen is the owner of approximately 583 acres North of Interstate 10 & East of Sunland Gin road in Eloy, Arizona. Johnston is the owner of approximately 35 acres with the general location as set-forth in (Exhibit-1).
- B. Petersen will proceed in good faith in regards to planning, zoning and entering into a development agreement with the town of Eloy, Arizona. As part of the application the Johnston property will be integrated and incorporated into the overall proposed development which will eventually cause the Johnston property to be annexed into the Town of Eloy, Arizona. If for any reason the properties of both Petersen and Johnston is not obtained PAD zoning and a development agreement by May 1, 2022 the Johnston's may cancel this agreement without further obligations.
- C. The Johnston property will become a part of the overall development and fully subject to the projects CC&R's and Design Guidelines.
- D. As part of the development agreement relating to future development expenses, the Johnston property (approximately 36 acres) will be assessed on a prorated basis based on overall total acreage ($583+35=618$ acres), which is approximately 5.66% of the overall project. However, the exact prorations will be adequately determined during the process. The exact calculation will eventually be determined based on the

total acres that is eventually controlled by Petersen as out parcels and other participates may be added. However in no event will it be greater than 5.66%.

- E. Johnston will not be allocated any soft cost relating to the planning, zoning and development agreement or any other entitlement cost relating to the overall project.
- F. Any pre-development expenses or actual development cost relating to the entrance, the entrance feature, or the entrance road that is allocated to the Johnson property must be advanced by Petersen and will be reimbursed to Petersen when the Johnston property is developed or sold.

Petersen herein agrees to the following:

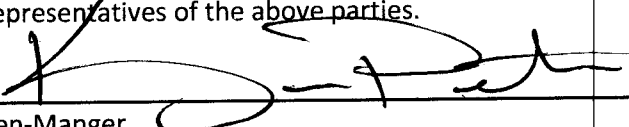
1. Purchase restaurant land known as tax parcels 402-15-037b, 037d, 037j, 037k, 037m free and clear of any monetary encumbrances. (Exhibit A).
2. In conjunction with the the restaurant closing and at the same time, Security Title will cause Petersen to transfer free and clear title to the Johnsons of parcels numbers 402-15-037j & 402-15-037m.
3. In conjunction with the restaurant closing and at the same time, Security Title will cause Johnston the transfer free and clear title to Petersen approximately 3.5 to 4 acres directly East of parcel number 402-15-037k which will be approximately 200 feet wide over parcel number 402-15-037r to the West property line of 402-15-037p. The exact legal will be provided, prior to the close of escrow scheduled for April 1, 2019. (Sketch is attached as Exhibit B)
4. Any excess land from the Restaurant purchase determined by Petersen during the planning and zoning process as unnecessary for the development of the entrance and ingress and egress will transfer free and clear of any monetary encumbrances to Johnston at the time of zoning approval with the town of Eloy, Arizona. The general location of anticipated excess land is set-forth in (Exhibit C)
5. Allocate to Johnston an membership shares in the Petersen Arizona Land & Entitlement Fund, LLC as if Johnston had originally contributed \$280,000. The \$280,000 would currently represent 6.22% of the fund and may change over-time as other out-parcels may or may not be added by purchase or land contributions. The Subscription Agreement is set-forth in (Exhibit D).

Johnston herein agrees to the following:

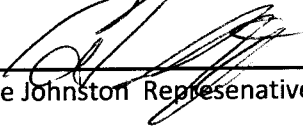
1. Grant to Petersen, free and clear of any monetary encumbrances and at the time of zoning approval with the town of Eloy, Arizona, additional required right-of-way for the entrance feature along Sunland Gin road, additional required right-of-way to widen Sunland Gin Road, required right-of-way on Johnston's North or South boundary for secondary Ingress and egress, and required right-of-way and utility easements.
2. The general location of the anticipated required right-of-way is set-forth in (Exhibit E).
3. Johnston agrees to become subject to the projects CC&R's and development guidelines for all the Johnston property.
4. Johnston agrees to allow Petersen's brokerage to represent and market the Johnston property and will pay Petersen Properties & Management Inc upon successfully closing transactions a 6% commission and Petersen Properties & Management will be fully responsible to pay any co-broker representing the Buyer. If there is no co-broker, kGrace Johnston as a licensed agent will receive a 2% of the 6%. In no event, will Grace Johnston receive less than 1% of the 6% in any transaction. Johnston may cancel the brokerage agreement at anytime if they are unhappy with Petersen Properties & Management Inc.

Petersen and Johnston represent and warrant that they have full and authorized rights to sign of behalf of the ownership parties.

The above was agreed upon on the above methionine date by and between the below signed authorized representatives of the above parties.



Kevin Petersen-Manger



Grace Johnston Represenative of all Parties

Subscription Signature Page

For the Subscription Agreement regarding: Petersen Arizona Land & Entitlement Fund, LLC

I am subscribing to this agreement as

(List the name in which you want to hold your shares. This is the name to which we will send your K-1. If you are taking your shares in an entity, print the full name of the entity. If you are taking your shares personally, print your full name).

The Social Security Number or Tax Identification Number for the person(s) or entity listed above is (are):

530-62-1510 (William) + 591-01-2664 (Grace)

I am purchasing an interest of \$ 93,520 (share value being purchased with this Signature Page).

I have been given a copy of the complete Subscription Agreement and Private Placement Memorandum.

Signature: [Signature] WJA

Grace Johnston Date 3/22/19
Print Name:

William S. Johnston III Date 3/22/19
Print Name:

APPROVED
by [Signature] - Manager
3/28/19

nancy

Subscription Signature Page

For the Subscription Agreement regarding: Petersen Arizona Land & Entitlement Fund, LLC

I am subscribing to this agreement as

Nancy J Johnston

(List the name in which you want to hold your shares. This is the name to which we will send your K-1. If you are taking your shares in an entity, print the full name of the entity. If you are taking your shares personally, print your full name).

The Social Security Number or Tax Identification Number for the person(s) or entity listed above is (are):

530-37-6754

I am purchasing an interest of \$ 46,620 (share value being purchased with this Signature Page).

I have been given a copy of the complete Subscription Agreement and Private Placement Memorandum.

Signature:

Nancy Johnston

Print Name:

Date

3-22-19

Print Name:

Date

Approved
by

[Signature]

- manager

3/28/19

Pal

Subscription Signature Page

For the Subscription Agreement regarding: Petersen Arizona Land & Entitlement Fund, LLC

I am subscribing to this agreement as

Alex + Charlotte Johnston Family Trust U/A/D 12/29/93

(List the name in which you want to hold your shares. This is the name to which we will send your K-1. If you are taking your shares in an entity, print the full name of the entity. If you are taking your shares personally, print your full name).

The Social Security Number or Tax Identification Number for the person(s) or entity listed above is (are):

129-44-7398

I am purchasing an interest of \$ 46,620 (share value being purchased with this Signature Page).

I have been given a copy of the complete Subscription Agreement and Private Placement Memorandum.

Signature: Alexander M Johnston | Charlotte J Johnston

Alexander M Johnston 3-23-19
Print Name: Date

Charlotte J Johnston 3-23-19
Print Name: Date

APPROVED

by

[Signature] - Manager

3/28/19

Subscription Signature Page

For the Subscription Agreement regarding: Petersen
Arizona Land & Entitlement Fund, LLC

I am subscribing to this agreement as

Neal and Beth Janich Trust
(List the name in which you want to hold your shares. This is the name to which we will send your K-1. If you are taking your shares in an entity, print the full name of the entity. If you are taking your shares personally, print your full name).

The Social Security Number or Tax Identification Number
for the person(s) or entity listed above is (are):

4503110587

I am purchasing an interest of \$ 46,620
(share value being purchased with this Signature Page).

I have been given a copy of the complete Subscription
Agreement and Private Placement Memorandum.

Signature: Elizabeth Carroll

ELIZABETH CARROLL
Print Name: Date

3/29/19

ELIZABETH CARROLL
Print Name: Date

3/29/19

Subscription Signature Page

For the Subscription Agreement regarding: Petersen
Arizona Land & Entitlement Fund, LLC

I am subscribing to this agreement as

Rose Alessandra Johnston

(List the name in which you want to hold your shares. This is the name to which we will send your K-1. If you are taking your shares in an entity, print the full name of the entity. If you are taking your shares personally, print your full name).

The Social Security Number or Tax Identification Number
for the person(s) or entity listed above is (are):

378-55-1143

I am purchasing an interest of \$ 461,620
(share value being purchased with this Signature Page).

I have been given a copy of the complete Subscription
Agreement and Private Placement Memorandum.

Signature:



Grace Johnston "mother"

Print Name:

3/29/19

Date

Print Name:

Date

SUBSCRIPTION AGREEMENT & INVESTOR SUITABILITY QUESTIONNAIRE

Petersen Arizona Land & Entitlement Fund, LLC, an Arizona Limited Liability Company
3369 E Queen Creek Rd, Suite 101, Gilbert, Arizona 85297

NO PUBLIC MARKET EXISTS WITH RESPECT TO MEMBERSHIP UNITS OFFERED HEREBY, AND NO ASSURANCES ARE GIVEN THAT ANY SUCH MARKET WILL DEVELOP. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

THIS SUBSCRIPTION BOOKLET HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS IN PETERSEN ARIZONA LAND & ENTITLEMENT FUND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS SUBSCRIPTION BOOKLET TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE IT WITH RESPECT TO THE INVESTMENT IS UNAUTHORIZED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SECURITIES DESCRIBED IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION"), NOR HAS THE COMMISSION OR ANY APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NONE OF THE SECURITIES MAY BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION EFFECTING SUCH DISPOSITION IS REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN EXEMPTION THEREFROM IS AVAILABLE AND THE COMPANY RECEIVES AN OPINION OF COUNSEL ACCEPTABLE TO IT THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO SUCH EXEMPTION.

This booklet contains documents that must be read, executed and returned if you wish to invest in Petersen Arizona Land & Entitlement Fund, LLC (the "Company"). You should consult with an attorney, accountant, investment advisor or other advisor regarding an investment in the Company and its suitability for you.

If you decide to invest, please fill out, sign and return the documents pertinent to you, as listed under each of the headings below.

For individuals the documents to be returned are:

- The execution page of the attached Subscription Agreement;
- The Suitability Statement for individuals;
- The execution page of the Operating Agreement

For entities the documents to be returned are:

- The execution page of the Subscription Agreement;
- The Suitability Statement for entities;

SUBSCRIBE FOR AND PURCHASE THE SECURITIES, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT. THE COMPANY'S MANAGER WILL REVIEW THIS INFORMATION AND WILL DETERMINE WHETHER YOU MEET THE QUALIFICATION AND SUITABILITY REQUIREMENTS FOR INVESTING IN THE COMPANY.

BY EXECUTING THE SUBSCRIPTION AGREEMENT, AS WELL AS THE SIGNATURE PAGE TO THE OPERATING AGREEMENT, EACH INVESTOR IS AGREEING TO BE BOUND BY THE TERMS OF THE SUBSCRIPTION AGREEMENT AND THE OPERATING AGREEMENT.

SUBSCRIPTION PROCEDURE

The Company is offering up to \$25,000,000 of Membership Units in the Company at a price of \$25,000 per Unit. Each investor must subscribe for a minimum dollar amount equal to at least \$25,000 although the Manager may, in its sole discretion, waive this minimum. The Manager may, in its sole discretion, reject a proposed investment or limit the number of Membership Units to be purchased by an investor. Checks for subscriptions to Membership Units offered hereunder should be made payable to Petersen Arizona Land & Entitlement Fund, LLC and subscription funds shall be received directly by the Company.

The Company will notify each investor of the Company's acceptance or rejection of such investor's subscription after receipt and review of all documentation. If the Company does not accept your subscription, the escrow agent and/or the Company will return your subscription funds and the Company will return your subscription agreement.

SUBSCRIPTION AMOUNT

Your subscription amount should be mailed, wired, or completed through the Company's Investment Portal. All subscription documentation must be sent as follows:

Send all documents, checks and money orders to:

Attention: Private Placement Subscriptions Petersen Arizona Land & Entitlement Fund, LLC 3369 E
Queen Creek Rd, Suite 101
Gilbert, Arizona 85297
480-545-2208

Investors interested in wiring funds for subscription of Units should contact the Company for wiring instructions. Investors may also proceed through the investment process using the Company's online Investment Portal which can be found at: <https://invest.ppmland.com/>

SUBSCRIPTION AGREEMENT

To the Undersigned Purchaser:

Petersen Arizona Land & Entitlement Fund, LLC (the "Company"), hereby agrees with you (in the case of a subscription for the account of one or more trusts or other entities, "you" or "your" shall refer to the trustee, fiduciary or representative making the investment decision and executing this Subscription Agreement (this "Agreement"), or the trust or other entity, or both, as appropriate) as follows:

ii) Representations and Warranties. The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects when made and at the time of the Closing, except as affected by the consummation of the transactions contemplated by this Agreement or the Operating Agreement

iii) Performance. The Company shall have duly performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.

iv) Legal Investment. On the Closing Date your subscription hereunder shall be permitted by the laws and regulations applicable to you.

b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified shall not have been fulfilled, you shall, at your election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights you may have by reason of such nonfulfillment. If you elect to be relieved of your obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to you.

5) Conditions Precedent to the Company's Obligations.

a) The Conditions Precedent. The obligations of the Company and the Manager to issue to you the Interest and to admit you as a Member at the Closing shall be subject to the fulfillment (or waiver by the Company) prior to or at the time of the Closing, of the following conditions:

i) Operating Agreement. Any filing with respect to the formation of the Company required by the laws of the State of Arizona shall have been duly filed in such place or places as are required by such laws. A counterpart of the Operating Agreement shall have been duly authorized, executed and delivered by or on behalf of you and each of such Other Purchasers. The Operating Agreement shall be in full force and effect.

ii) Representations and Warranties. The representations and warranties made by you shall be true and correct when made and at the time of the Closing.

iii) Performance. You shall have duly performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by you prior to or at the time of the Closing.

b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified shall not have been fulfilled, the Company shall, at the Manager's election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights it may have by reason of such nonfulfillment. If the Manager elects for the Company to be relieved of its obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement

adviser" under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

vi) Company Litigation. Prior to the date hereof, there is no action, proceeding or investigation pending or, to the knowledge of the Manager or the Company, threatened against the Company.

vii) Disclosure. The Offering Memorandum, when read in conjunction with this Agreement and the Operating Agreement, does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b) Survival of Representations and Warranties. All representations and warranties made by the Company shall survive the execution and delivery of this Agreement, any investigation at any time made by you or on your behalf and the issue and sale of Membership Units.

7) Representations and Warranties of the Purchaser.

a) The Representations and Warranties. You represent and warrant to the Manager, the Company and each other Person that is, or in the future becomes, a Member that each of the following statements is true and correct as of the Closing Date:

i) Accuracy of Information. All of the information provided by you to the Company and the Manager is true, correct and complete in all respects. Any other information you have provided to the Manager or the Company about you is correct and complete as of the date of this Agreement and at the time of Closing.

ii) Offering Memorandum; Advice. You have either consulted your own investment adviser, attorney or accountant about the investment and proposed purchase of an Interest and its suitability to you, or chosen not to do so, despite the recommendation of that course of action by the Manager. Any special acknowledgment set forth below with respect to any statement contained in the Offering Memorandum shall not be deemed to limit the generality of this representation and warranty.

(1) You have received a copy of the Offering Memorandum and the form of the Operating Agreement and you understand the risks of, and other considerations relating to, a purchase of Membership Units, including the risks set forth under the caption "Risk Factors" in the Offering Memorandum. You have been given access to, and prior to the execution of this Agreement you were provided with an opportunity to ask questions of, and receive answers from, the Manager or any of its principals concerning the terms and conditions of the offering of Membership Units, and to obtain any other information which you and your investment representative and professional advisors requested with respect to the Company and your investment in the Company in order to evaluate your investment and verify the accuracy of all information furnished to you regarding the Company. All such questions, if asked, were answered satisfactorily and all information or documents provided were found to be satisfactory.

more entities whose underlying assets include plan assets by reason of a plan's investment in such entities (including insurance company separate accounts, insurance company general accounts or bank collective investment funds, in which any such employee benefit plan (or its related trust) has any interest); or

- (2) if an Interest is being acquired by or on behalf of any such plan (any such purchaser being referred to herein as an "ERISA Member"), (A) such acquisition has been duly authorized in accordance with the governing holding of the Interest do not and will not constitute a "non-exempt prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (i.e., a transaction that is not subject to an exemption contained in ERISA or in the rules and regulations adopted by the U.S. Department of Labor (the "DOL") thereunder). The foregoing representation shall be based on a list of the Other Purchasers to be provided by the Manager to each ERISA Member prior to the Closing. You acknowledge that the manager of the Company, is not registered as an "investment adviser" under the Investment Advisers Act and that as a Member you will have no right to withdraw from the Company except as specifically provided in the Operating Agreement. If, in the good faith judgment of the Manager, the assets of the Company would be "plan assets" (as defined in DOL Reg. § 2510.3-101 promulgated under ERISA, as it may be amended from time to time) of an employee benefit plan (assuming that the Company conducts its business in accordance with the terms and conditions of the Operating Agreement and as described in the Offering Memorandum), then the Company and each ERISA Member will use their respective best efforts to take appropriate steps to avoid the Manager's becoming a "fiduciary" (as defined in ERISA) as a result of the operation of such regulations. These steps may include (x) selling your Interest (if you are an ERISA Member) to a third party which is not an employee benefit plan, or (y) making any appropriate applications to the DOL, but the Manager shall not be required to register as an "investment adviser" under the Advisers Act.

(a) If you are an ERISA member, you further understand, agree and acknowledge that your allocable share of income from the Company may constitute "unrelated business taxable income" ("UBTI") within the meaning of section 512(a) of the Code and be subject to the tax imposed by section 511(a)(1) of the Code. You further understand, agree and acknowledge that the Company neither makes nor has made any representation to it as to the character of items of income (as UBTI or otherwise) allocated (or to be allocated) to its members (including ERISA Members) for federal, state, or local income tax purposes. You (prior to becoming a member of the Company) have had the opportunity to consider and discuss the effect of your receipt of UBTI with independent tax counsel of your choosing, and upon becoming a member of the Company voluntarily assume the income tax and other consequences resulting from the treatment of any item of the Company's income allocated to you as UBTI. The Company shall not be

(4) You are aware and acknowledge that, because of the substantial restrictions on the transferability of the Membership Units, it may not be possible for you to liquidate your investment in the Company readily, even in the case of an emergency.

ix) Residence. You maintain your domicile at the address shown in the signature page of this Subscription Agreement and you are not merely transient or temporarily resident there.

x) Publicly-Traded Company. By the purchase of a Membership Unit in the Company, you represent to the Manager and the Company that (i) you have neither acquired nor will you transfer or assign any Unit you purchase (or any interest therein) or cause any such Membership Units (or any interest therein) to be marketed on or through an "established securities market" or a "secondary market" (or the substantial equivalent thereof) within the meaning of Section 7704(b)(1) of the Code, including, without limitation, an over the-counter-market or an interdealer quotation, system that regularly disseminates firm buy or sell quotations; and (ii) you either (A) are not, and will not become, a partnership, Subchapter S corporation, or grantor trust for U.S. Federal income tax purposes, or (B) are such an entity, but none of the direct or indirect beneficial owners of any of the Membership Units in such entity have allowed or caused, or will allow or cause, 80 percent or more (or such other percentage as the Manager may establish) of the value of such Membership Units to be attributed to your ownership of Membership Units in the Company. Further, you agree that if you determine to transfer or assign any of your Interest pursuant to the provisions of the Operating Agreement you will cause your proposed transferee to agree to the transfer restrictions set forth therein and to make the representations set forth in (i) and (ii) above.

xi) Awareness of Risks; Taxes. You represent and warrant that you are aware (i) that the Company has limited operating history; (ii) that the Membership Units involve a substantial degree of risk of loss of its entire investment and that there is no assurance of any income from your investment; and (iii) that any federal and/or state income tax benefits which may be available to you may be lost through the adoption of new laws or regulations, to changes to existing laws and regulations and to changes in the interpretation of existing laws and regulations. You further represent that you are relying solely on your own conclusions or the advice of your own counsel or investment representative with respect to tax aspects of any investment in the Company.

xii) Capacity to Contract. If you are an individual, you represent that you are over 21 years of age and have the capacity to execute, deliver and perform this Subscription Agreement and the Operating Agreement. If you are not an individual, you represent and warrant that you are a corporation, partnership, association, joint stock company, trust or unincorporated organization, and were not formed for the specific purpose of acquiring an Interest.

sale of Membership Units.

c) **Reliance.** You acknowledge that your representations, warranties, acknowledgments and agreements in this Agreement will be relied upon by the Company in determining your suitability as a purchaser of Membership Units.

d) **Further Assurances.** You agree to provide, if requested, any additional information that may be requested or required to determine your eligibility to purchase the Membership Units.

e) **Indemnification.** You hereby agree to indemnify the Company and any Affiliates and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to or arising out of a breach or representation, warranty or agreement by you, whether contained in this Subscription Agreement (including the Suitability Statements) or any other document provided by you to the Company in connection with your investment in the Membership Units. You hereby agree to indemnify the Company and any Affiliates and to hold them harmless against all Loss arising out of the sale or distribution of the Membership Units by you in violation of the Securities Act or other applicable law or any misrepresentation or breach by you with respect to the matters set forth in this Agreement. In addition, you agree to indemnify the Company and any Affiliates and to hold such Persons harmless from and against, any and all Loss, to which they may be put or which they may reasonably incur or sustain by reason of or in connection with any misrepresentation made by you with respect to the matters about which representations and warranties are required by the terms of this Agreement, or any breach of any such warranty or any failure to fulfill any covenants or agreements set forth herein or included in and as defined in the Offering Memorandum. Notwithstanding any provision of this Agreement, you do not waive any right granted to you under any applicable state securities law.

8) Certain Agreements and Acknowledgments of the Purchaser.

a) **Agreements.** You understand, agree and acknowledge that:

i) **Acceptance.** Your subscription for Membership Units contained in this Agreement may be accepted or rejected, in whole or in part, by the Manager in its sole and absolute discretion. No subscription shall be accepted or deemed to be accepted until you have been admitted as a Member in the Company on the Closing Date; such admission shall be deemed an acceptance of this Agreement by the Company and the Manager for all purposes.

ii) **Irrevocability.** Except as provided and under applicable state securities laws, this subscription is and shall be irrevocable, except that you shall have no obligations hereunder if this subscription is rejected for any reason, or if this offering is canceled for any reason.

iii) **No Recommendation.** No foreign, federal, or state authority has made a finding or determination as to the fairness for investment of the Membership Units and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this offering.

same instrument.

h) Joint and Several Obligations. If you consist of more than one Person, this Agreement shall consist of the joint and several obligations of all such Persons.

i) Regulation D Resources Enterprises, Inc. ("RDR"), a North Carolina corporation, acted as an advisor to the Issuer in this Offering. The Purchaser agrees to, and hereby shall indemnify RDR and any RDR Affiliates, and shall hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to the Purchaser's investment in this Offering. The Purchaser does hereby release and forever discharge RDR, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which the Purchaser may now have or may hereafter have, arising out of or in any way relating to any and all injuries, economic or emotional loss, and damages of any and every kind, to both person and property, corporately and individually, and also any and all damages that may develop in the future, as a result of or in any way relating to the Purchaser's investment in this Offering.

(Remainder of the page intentionally left blank)

total acres that is eventually controlled by Petersen as out parcels and other participates may be added. However in no event will it be greater than 5.66%.

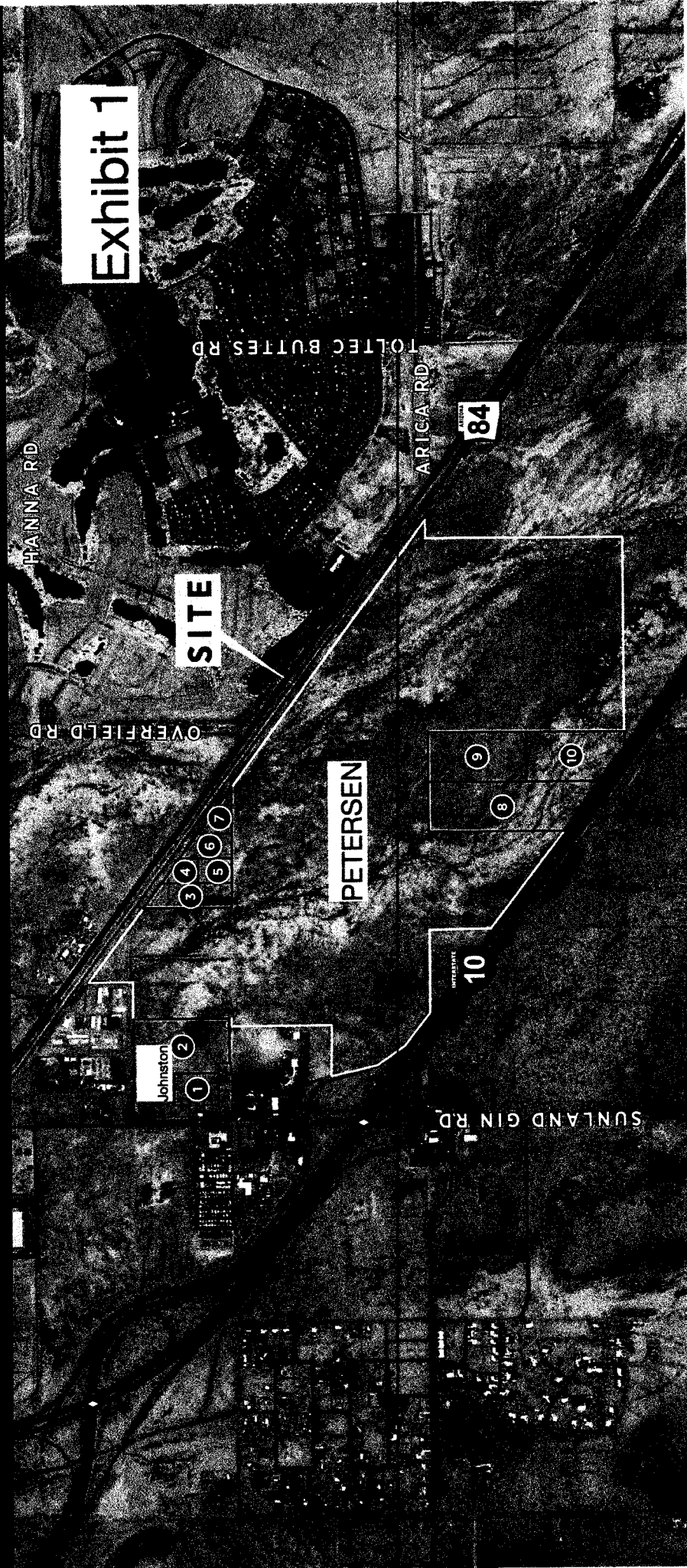
- E. Johnston will not be allocated any soft cost relating to the planning, zoning and development agreement or any other entitlement cost relating to the overall project.
- F. Any pre-development expenses or actual development cost relating to the entrance, the entrance feature, or the entrance road that is allocated to the Johnson property must be advanced by Petersen and will be reimbursed to Petersen when the Johnston property is developed or sold.

Petersen herein agrees to the following:

1. Purchase restaurant land known as tax parcels 402-15-037b, 037d, 037j, 037k, 037m free and clear of any monetary encumbrances. (Exhibit A).
2. In conjunction with the the restaurant closing and at the same time, Security Title will cause Petersen to transfer free and clear title to the Johnsons of parcels numbers 402-15-037j & 402-15-037m.
3. In conjunction with the restaurant closing and at the same time, Security Title will cause Johnston the transfer free and clear title to Petersen approximately 3.5 to 4 acres directly East of parcel number 402-15-037k which will be approximately 200 feet wide over parcel number 402-15-037r to the West property line of 402-15-037p. The exact legal will be provided, prior to the close of escrow scheduled for April 1, 2019. (Sketch is attached as Exhibit B)
4. Any excess land from the Restaurant purchase determined by Petersen during the planning and zoning process as unnecessary for the development of the entrance and ingress and egress will transfer free and clear of any monetary encumbrances to Johnston at the time of zoning approval with the town of Eloy, Arizona. The general location of anticipated excess land is set-forth in (Exhibit C)
5. Allocate to Johnston an membership shares in the Petersen Arizona Land & Entitlement Fund, LLC as if Johnston had originally contributed \$280,000. The \$280,000 would currently represent 6.22% of the fund and may change over-time as other out-parcels may or may not be added by purchase or land contributions. The Subscription Agreement is set-forth in (Exhibit D).

Johnston herein agrees to the following:

Exhibit 1



LEGAL DESCRIPTION
APN 402-15-037J

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND DESCRIBED IN DOCUMENT 2016-079992, PINAL COUNTY RECORDER. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS AND DISTANCES ARE BASED UPON ALTA/ACSM LAND TITLE SURVEY SUNLAND GIN, PREPARED BY NORTHSIGHT LAND SURVEY CONSULTING, DATED 4/24/13. CALCULATED FROM

COMMENCING AT AN IRON BAR WITH CAP LS33174 MARKING THE WEST QUARTER CORNER OF SAID SECTION 18, FROM WHICH AN IRON BAR WITH CAP LS42945 MARKING THE NORTHWEST CORNER OF SAID SECTION 18 BEARS NORTH 00°05'47" WEST, A DISTANCE OF 2657.06 FEET;

THENCE NORTH 00°05'47" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 585.00 FEET;

THENCE NORTH 89°54'13" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°05'47" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°54'13" EAST, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 00°05'47" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 89°54'13" WEST, A DISTANCE OF 435.60 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 2.001 ACRES±.

LEGAL DESCRIPTION
APN 402-15-037J

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND DESCRIBED IN DOCUMENT 2016-079992, PINAL COUNTY RECORDER. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS AND DISTANCES ARE BASED UPON ALTA/ACSM LAND TITLE SURVEY SUNLAND GIN, PREPARED BY NORTHSIGHT LAND SURVEY CONSULTING, DATED 4/24/13. CALCULATED FROM

COMMENCING AT AN IRON BAR WITH CAP LS33174 MARKING THE WEST QUARTER CORNER OF SAID SECTION 18, FROM WHICH AN IRON BAR WITH CAP LS42945 MARKING THE NORTHWEST CORNER OF SAID SECTION 18 BEARS NORTH 00°05'47" WEST, A DISTANCE OF 2657.06 FEET;

THENCE NORTH 00°05'47" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 585.00 FEET;

THENCE NORTH 89°54'13" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°05'47" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°54'13" EAST, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 00°05'47" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 89°54'13" WEST, A DISTANCE OF 435.60 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 2.001 ACRES±.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS AND DISTANCES ARE BASED UPON ALTA/ACSM LAND TITLE SURVEY SUNLAND GIN, PREPARED BY NORTHSIGHT LAND SURVEY CONSULTING, DATED 4/24/13. CALCULATED FROM

COMMENCING AT AN IRON BAR WITH CAP LS33174 MARKING THE WEST QUARTER CORNER OF SAID SECTION 18, FROM WHICH AN IRON BAR WITH CAP LS42945 MARKING THE NORTHWEST CORNER OF SAID SECTION 18 BEARS NORTH 00°05'47" WEST, A DISTANCE OF 2657.06 FEET;

THENCE NORTH 00°05'47" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 585.00 FEET;

THENCE NORTH 89°54'13" EAST, A DISTANCE OF 635.60 FEET TO THE SOUTHEAST CORNER OF APN 402-15-037J. SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°54'13" EAST, A DISTANCE OF 795.73 FEET TO A POINT ON THE WEST LINE OF APN 402-15-037P;

THENCE SOUTH 00°02'25" EAST, ALONG SAID WEST LINE, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 89°54'13" WEST, A DISTANCE OF 795.53 FEET TO THE NORTHEAST CORNER OF APN 402-15-037M;

THENCE NORTH 00°05'47" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 3.654 ACRES±.

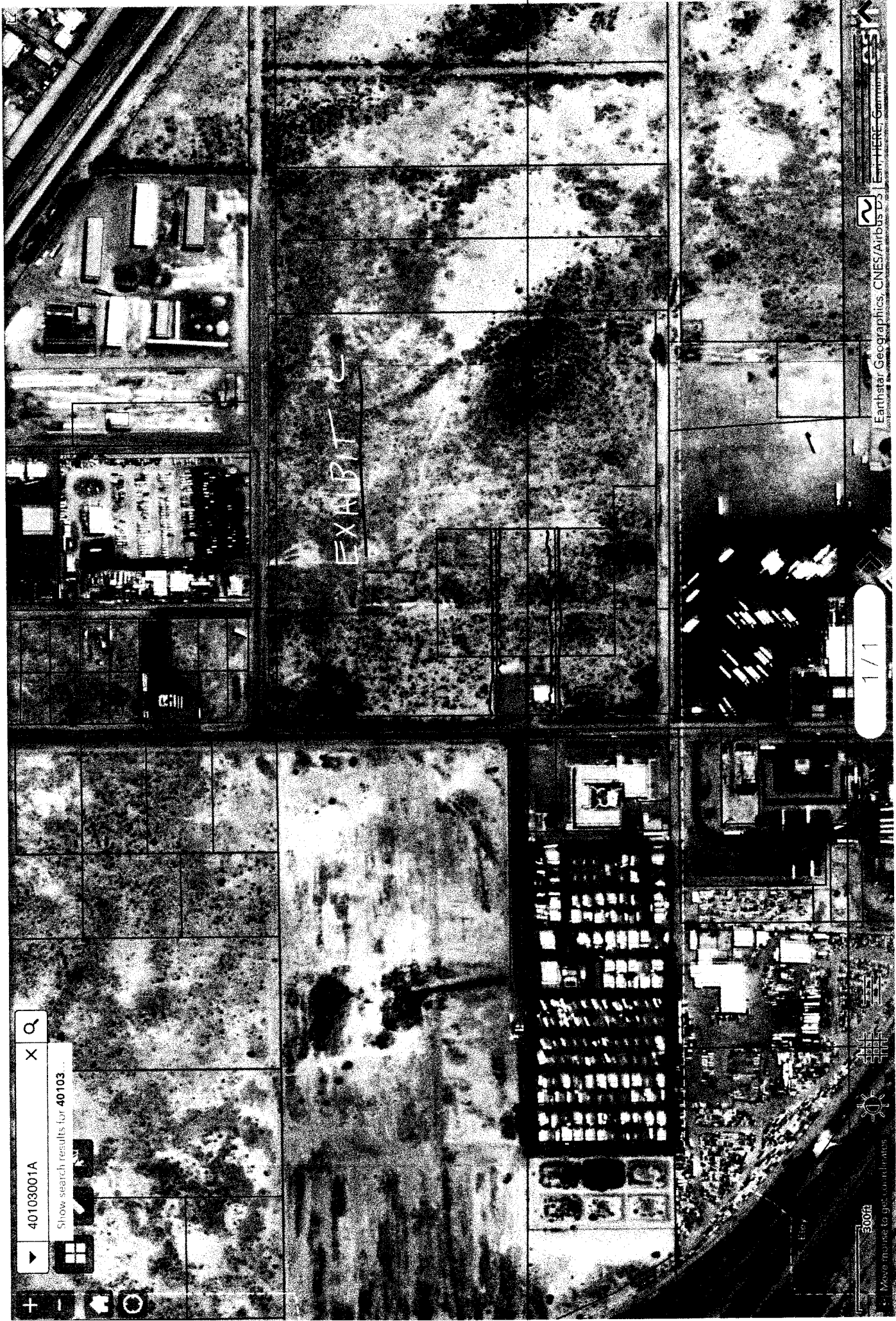


40103001A

Show search results for 40103...

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EXHIBIT B



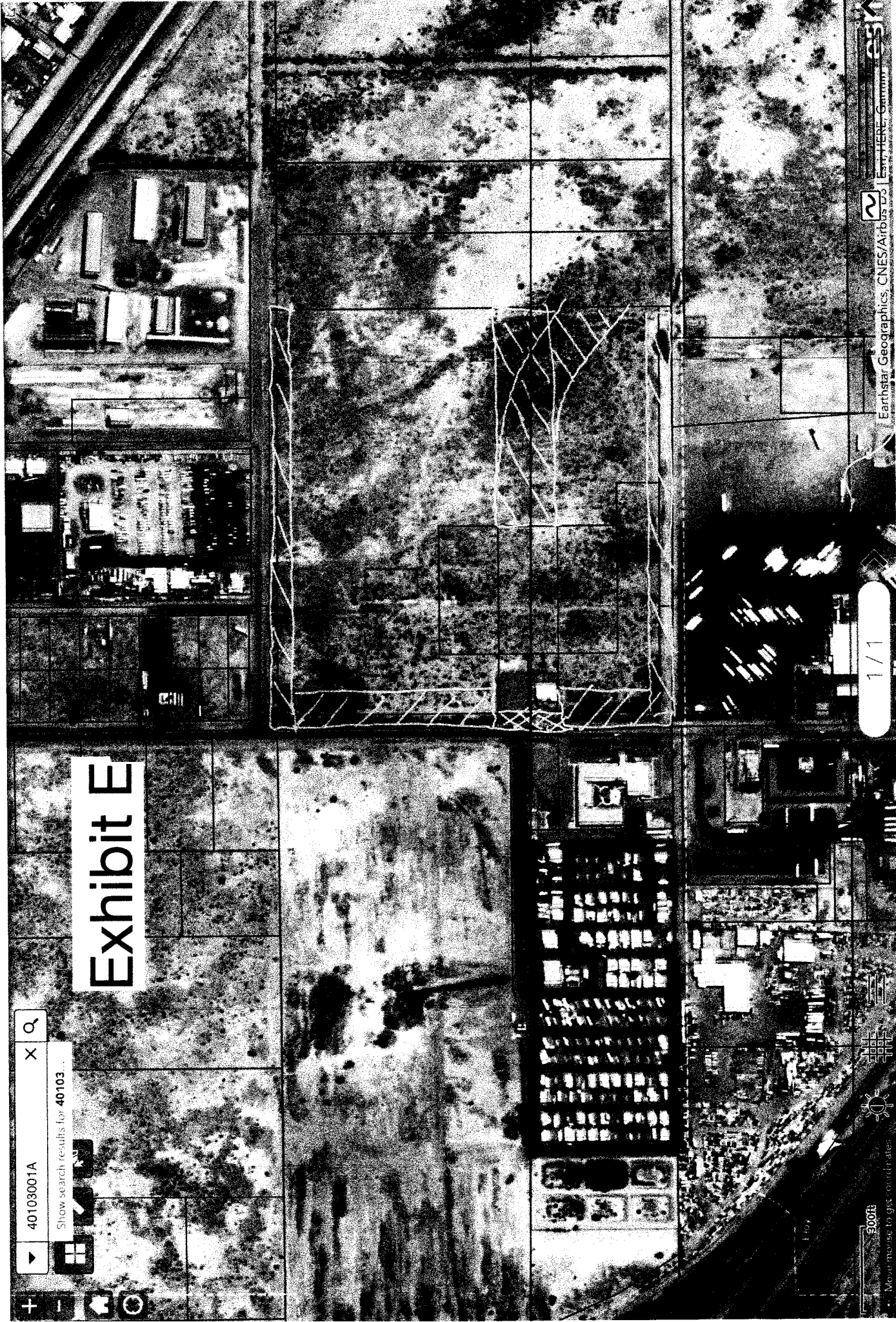


Exhibit E

40103001A

Show search results for 40103...

SECURITY TITLE AGENCY, INC.

355 E. Germann Road, Ste. 101, Gilbert, AZ 85297

Phone: (480) 706-2065 Fax: (480) 393-8091

**Combined Settlement Statement
Estimated****Escrow No:** 77190209 - 077 SES **Close Date:** 04/01/2019 **Proration Date:** 04/01/2019 **Disbursement Date:****Buyer(s)/Borrower(s):** Elizabeth Carroll, as Trustee of the Ned & Betty Carroll Family Trust under agreement dated July 12, 2006;
William S Johnston III
Grace Johnston
Nancy Johnston
Alexander M. Johnston and Charlotte J. Johnston, as Trustees of the Alexander and Charlotte Johnston Family Trust dated May 10, 2018,**Seller(s):** Petersen Arizona Land & Entitlement Fund, LLC, an Arizona limited liability company**Property:** Vacant Land - Pinal County
Pinal, AZ**Brief Legal:**

Seller Debit	Seller Credit	Description	Buyer Debit	Buyer Credit
	50,000.00	TOTAL CONSIDERATION: Total Consideration	50,000.00	
696.00		ESCROW CHARGES: Escrow Fee to Security Title Agency, Inc.		
557.00		TITLE CHARGES: Owners Policy \$50,000.00 to Security Title Agency, Inc.		
60.00		Lenders Policy \$0.00 to Security Title Agency, Inc.		
		PRORATIONS AND ADJUSTMENTS: Exchange amount		50,000.00
50,000.00		Exchange amount		
51,313.00	50,000.00	Sub Totals	50,000.00	50,000.00
	1,313.00	Balance Due From Seller		
51,313.00	51,313.00	Totals	50,000.00	50,000.00

It is agreed by the undersigned that the foregoing statement may change if a change in the escrow closing occurs or if other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS _____ DAY OF _____

EXHIBIT "B"

The parties herein are exchanging property under this escrow number for property under Security Title's escrow number 77190172.

All costs in connection with the transaction are to be paid by the Seller herein.

Buyer and Seller have read, accepted and approved the legal description to be used herein.

These escrow instructions from the only binding agreement between the parties herein as no formal purchase agreements have been prepared or executed.

Further, the parties agree that the amount of the title insurance to be issued will be in the amount of \$50,000.00.