COB - BOSAIR FORM

09/12/2025 10:41 AM (MST)
Submitted by Kevin.Button@pima.gov

BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT FM CT2500000058

Award Type:	Contract
Is a Board Meeting Date Requested?	Yes
Requested Board Meeting Date:	10/14/2025
Signature Only:	NO
Procurement Director Award / Delegated Award:	• N/A
Supplier / Customer / Grantor / Subrecipient:	AST REVOLUTION, LLC
Project Title / Description:	Lease for AST Revolution, LLC at Abrams
Purpose:	Create a Short-term Lease (9-months) for space within Abrams Building so AST Revolution LLC can continue their pursuit of FDA approval for a next generation WAVE platform for rapid Antimicrobial Susceptibility Testing ("RAST"), helping combat sepsis in hospitals, an innovative technology with the potential to reduce mortality in the hospital setting by a significant amount. to complete Agreement for AST Revolution LLC to use space within 3950 S. Country Club.
Procurement Method:	Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	Exempt Per Section 11.04.020
Program Goals/Predicted Outcomes:	Create a short-term Lease while Tenant seeks for FDA approval for a next generation WAVE platform for rapid Antimicrobial Susceptibility Testing ("RAST"). Reduce the available square footage to reflect decrease in staff space demands. Recovered space can be repurposed to accomodate new Tenant to increase revenues for County.
Public Benefit and Impact:	If AST Revolution is successful in gaining FDA approval, this short-term Lease has the potential to evolve into a longer term Lease with economic benefits to community and increased revenues to the County.
Budget Pillar	• N/A

TO: COB, 10/8/25(1)
VERSION: 0
PAGES: 46
ADDENDUM

OCT08'25AM1150 PO

Support of Prosperity Initiative: N/A

Provide information that explains how this activity supports the selected Prosperity Initiative N/A

Metrics Available to Measure Performance: County receives revenue. Mitigates liability.

Retroactive: NO

Contract / Award Information

Record Number: CT FM CT2500000058

Document Type: CT

Department Code: FM

Contract Number: CT2500000058

Commencement Date: 10/14/2025

Termination Date: 07/13/2026

Total Expense Amount:

$0.00

Total Revenue Amount:

$724,885.68

Funding Source Name(s) Required: N/A

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department: Facilities Management

Name:
Kevin Button

Telephone: 5207248230

Department Director Signature: ______________________ Date: 10.8.2025

Deputy County Administrator Signature: ______________________ Date: 10/8/2025

County Administrator Signature: ______________________ Date: 10/8/2025

Pima County Department of Facilities Management

Project: Lease for AST Revolution, LLC at Abrams

Contractor: AST REVOLUTION, LLC

Amount: $724,885.68

Contract No.: CT2500000058

LEASE

This lease agreement (this "**Lease**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**Landlord** or "**County**"), and AST Revolution, LLC, a Delaware limited liability company ("**AST**" or "**Tenant**"). This Lease will be in full force and effect it is signed by all parties and fully executed (the "**Effective Date**").

1. **Background and Purpose.**

   1.1. County owns a building located at 3950 S. Country Club Road in Tucson, Arizona, on the public health campus ("**Abrams Building**"). The Abrams Building is adjacent to the Banner-University Medical Center South Campus. County also owns a building ("**Annex Building**" and, together with the Abrams Building, the "**Buildings**") located at 2980 E. Ajo Way, Tucson, Arizona, which is adjacent to the Abrams Building. The Buildings are situated on Tax Parcel 132-19-1420, the Buildings and parcel are shown on **Exhibit A**.

   1.2. AST is developing a next generation WAVE platform for rapid Antimicrobial Susceptibility Testing ("**RAST**"), helping combat sepsis in hospitals, an innovative technology with the potential to reduce mortality in the hospital setting by a significant amount.

   1.3. AST would like to lease a portion of the Buildings as depicted in the attached **Exhibit B** for a 9-month period, to continue to pursue FDA approval, research and development of RAST. If successful, AST may be able to continue its operations within the Premises.

   1.4. County staff obtained an appraisal of the fair rental value of the Premises, and the Rental Rate in this Lease is based on that appraisal.

1.5. The Pima County Board of Supervisors (the "**Board**") has authority under A.R.S. § 11-254.04 to engage in any "activity that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county," including specifically the "acquisition, improvement, leasing or conveyance of real or personal property," without following the auction process in A.R.S. § 11-256. The Board has determined that Tenant's operations, and hence this Lease, will have a significant positive impact on the economic welfare of Pima County, Arizona's inhabitants in retaining high-paying jobs well above minimum wage within Pima County, based on Tenant's current and anticipated employment and salary levels for the Project as stated in Section 9.

1.6. Based on the foregoing, among other things, County and Tenant now wish to enter into a short-term lease with month-to-month tenancy for a minimum term of 9 months subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Tenant covenant and agree as follows:

2. **Lease/Premises.**

2.1. **Lease and Premises**. In consideration of rent monies and all terms, conditions, covenants, and agreements contained herein, County hereby lets to Tenant and Tenant hereby leases from County, a portion of the Abrams Building, approximately 28,673 square feet (the "**Abrams Space**"), and 6,207 square feet of space in the Annex Building, and shown in Exhibit B (the "**Annex Space**"). The Abrams Space and Annex Space together constitute (the "**Leased Property**" or "**Premises**"), shown in **Exhibit B**. In addition, Tenant will have the right to use the Common Areas on a non-exclusive basis together with other occupants of the Building. Tenant's employees will have the right to utilize the parking lot, shown in **Exhibit C** on a non-exclusive and non-reserved basis, in common with other Building occupants.

3. **Term**. The term of this Lease will be for a period of 9 months (the "**Term**") beginning on October 14, 2025 (the "**Commencement Date**") and ending on July 13, 2026 (the "**Expiration Date**"). The initial term will be for 3 months, commencing on October 14, 2025, and ending on January 13, 2026 (the **"Initial Term").** Once the Initial Term has expired, either party may terminate this Lease by providing the other party 30 days written notice.

4. **Early Termination**. Tenant may, during the Initial Term, by providing County written notice, early terminate this Lease and pay to County an early termination fee in the amount of $132,832.38 ("**Termination Fee**"). The Termination Fee will be prorated based on the remaining months of the Initial Term.

5. **Additional Consideration**. Tenant will pay County the amount of $65,748.54 in 6 equal installments during the Term as ("**Additional Consideration**"). If Tenant terminates prior to full payment of the Additional Consideration, Tenant is responsible for any outstanding amount of the Additional Consideration and such outstanding amount shall be prorated.

6. **Rent.** Tenant will pay to County, Base Rent, Additional Rent and utility expenses, (together referred to as "**Rent**"), as set forth below.

   6.1. **Base Rent**. Beginning on the Commencement Date and each month thereafter during the Term, Tenant will pay to County an annual base rent in equal monthly installments as follows ("**Base Rent**"):

Premises – 3950 South Country Club Road – Abrams Space 28,673 square feet

9-months	**Per SF**	**Base Rent over Term**	**Rent Payable Monthly**
9-months	$15.50	$333,323.64	$37,035.96

Premises – 2980 East Ajo Road – 6,207 square feet

9-months	**Per SF**	**Base Rent over Term**	**Rent Payable Monthly**
9-months	$14.00	$65,173.50	$7,241.50
TOTAL Base Rent		**$398,497.14**	**$44,277.46**

   6.2. **Payment of Rent**. Tenant will pay Rent in advance, in equal monthly installments as provided above, on or before the Commencement Date and the first day of each month thereafter during the Term, except that the first and last payments will be prorated if the Commencement Date is not the first of the month. Rent must be delivered to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6th floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701. Tenant will pay 9% per annum simple interest on any late Rent payments or any other sum due under this Lease that is not paid when due, from the date due until paid. To the extent the Commencement Date is other than the first day of a calendar month, Tenant will pay to County upon execution of this Lease, a prorated share of Base Rent for the month in which the Commencement Date occurs. Commencing on the first day of the month following the Commencement Date Tenant will pay a Base Rent, which will be the amount specified as Base Rent in Section 6 above, to

County, without any prior notice or demand and without any offset or deduction whatsoever, in advance on the first day of each calendar month during the Term of this Lease.

6.3. **Additional Rent.** Throughout the Term of this Lease, Tenant will pay additional rent in advance on a monthly basis, without demand, the following costs and expenses incurred in connection with the Premises: (a) Real Estate Taxes; (b) Property Insurance, and (c) Utilities.

6.3.1. In addition to Base Rent, all other sums of any type or kind required to be paid by Tenant to County under this Lease will be deemed to be additional rent, whether or not designated as such ("**Additional Rent**"). The term "Rent" as used in this Lease, unless otherwise specified, will refer collectively to Base Rent, Additional Rent and utility expenses, except for the taxes described in the immediately following sentence. Tenant will pay to County, in addition to the Rent as provided in this Lease, all privilege, sales, excise, rental and other taxes (except income taxes) imposed now or hereafter imposed by any governmental authority upon the Rent to be paid by Tenant to County. Said payment will be in addition to and accompanying each monthly or other payment of Rent made by Tenant to County. Rent for any period during the Term which is for less than one month will be a pro-rata portion of the monthly installment. Rent will be paid without deduction, offset, prior notice or demand to County at the address stated in Section 6.2 or to such other persons or at such other places as County may designate in writing. All Rent will be paid in lawful money of the United States of America. County's acceptance of any Rent payment that is for less than the entire amount then due will be only as an acceptance on account and will not constitute an accord and satisfaction or a waiver by County of the balance of the Rent due or a waiver of any of the remedies available to County by reason of Tenant's continuing default under this Lease.

6.4. **Amount of Additional Rent.**

6.4.1. **Estimated Additional Rent.** Additional Rent is estimated to be $28,960.00. Tenant will pay monthly per Section 6.3 estimated Additional Rent within 15 days of receipt of invoice from County. Within 30 days after the end of the Initial Term, or as soon thereafter as practicable, County will furnish to Tenant a statement of the actual costs for the Initial Term ("**Reconciliation**"). Within 30 days after the delivery of Reconciliation, Tenant will make a lump sum payment equal to the amount, if any, by which each actual cost exceeds the amount, if any, Tenant paid towards each estimated cost. If each actual cost is less than the amount Tenant paid toward each estimated cost, County will credit the amount of the overpayment to any applicable Tenant expenses related to this Lease within 30 days. The effect of this Section is that ultimately Tenant will pay, during each month during the Term, all actual costs for Rent as defined in 6.3.1.

6.5. **Net Lease.** County and Tenant intend that this Lease be a net lease, and County will receive Base Rent and Additional Rent as net income, and that County is not intending to provide any services other than those specifically set forth in this Lease.

7. **Interest and Late Charges; Default Rate.** If Tenant fails to pay within 3 days after the date when due, and such failure continues for more than 2 business days following written notice from County, any installment of Rent, any and all such unpaid amounts will bear interest at a rate of interest equal to the greater of (i) 8% per annum; or (ii) 5% over the Prime Rate (the higher rate being referred to as the "**Default Rate**") beginning on the due date, until paid. In addition, Tenant also agrees to immediately pay County $250 or 2% of the unpaid portion of Rent installment, whichever is the greater (the "**Late Charge**") on the amount which was not paid within 3 days after the date when due where such failure continues for more than 2 business days following written notice from County. Acceptance by County of the Late Charge will not constitute a waiver of any rights or remedies of County, but merely a reimbursement for a portion of County's administrative fees for Tenant's failure to pay amounts when due hereunder. In no event will the Default Rate exceed the maximum rate of interest permitted under Arizona law for commercial loans.

8. **Delivery of Property; Construction of Improvements.**

8.1. **AS-IS Delivery**. County will deliver the Leased Property to Tenant in "AS-IS", "WHERE-IS" condition on the Effective Date. County makes no representations, warranties, or covenants with respect to the condition of the soil or subsoil or any other condition of the Leased Property.

8.2. **Modifications.** Tenant will make no modifications to the Premises without County's prior written approval, which will not be unreasonably withheld.

8.3. **Construction of Improvements by Tenant**. With prior written approval from County, Tenant may, at its sole cost and expense, provide and cause to be performed all work of whatever nature is necessary on the Premises for business for the Permitted Use (collectively, "**Tenant's Work**"), if necessary. Tenant's Work, if any, will be completed pursuant to and in accordance with the terms and conditions of the work letter agreement attached hereto as **Exhibit F** (the "**Work Letter**"). The Tenant's construction of any improvements on the Premises are to be in strict accordance with plans and specifications and require County's prior written approval. Tenant will obtain all permits prior to commencing construction. All construction work will be performed by a licensed and bonded general contractor in good standing with the Arizona Registrar of Contractors, and Tenant will ensure lien-free completion of all improvements.

8.4. **Construction Indemnity.** Tenant agrees to indemnify, defend, and hold harmless County for, from and against all loss, costs, damage, expenses, claim or liability, including without limitation, claims from mechanic's liens, arising from the actions or omissions of Tenant, its agents, servants, contractors and employees on or about the Premises in connection with construction of any improvements.

9. **Economic Performance.**

9.1. **Employees & Salaries.** As material consideration for County entering into this Lease, Tenant will satisfy the following requirements (collectively, the "**Employment Requirements**"):

9.1.1. Employ a minimum of 28 full-time equivalent employees determined in accordance with 26 C.F.R. 54.4980H-3 ("**FTE Employees**") for the Primary Term.

9.1.2. The average salary of FTE Employees working full time at the Leased Property must be at least $8,588.00 monthly which is an average annual salary of $103,056.00 (U.S.) per year.

9.1.3. All such FTE Employees must be residents of Pima County, Arizona.

9.2. **Reporting**. During the Term of this Lease, Tenant will provide to the Pima County Economic Development Department reports on the dates specified in this Section 9.2, certified by an executive officer of Tenant stating the number of Tenant's FTE Employees employed and working full-time at the Premises and the average salary of such FTE Employees for each month during the quarter ("**Employment Certificates**"). Employment Certificates will be delivered by Tenant to County on the following dates: December 1, 2025, March 1, 2026, and July 1, 2026. Employment Certificates will be signed by an executive officer of Tenant and certify that all information contained in such Employment Certificate is true and correct. Employment Certificates will be in such form as County may require from time to time.

10. **Taxes.**

10.1. **Real Estate Taxes**. As used in this Lease, the term "**Real Estate Taxes**" includes the following: (a) all real estate taxes, including general and special assessments, if any, which are imposed upon County or assessed against the Leased Property or Premises (b) any taxes or assessments that County is required to pay related to this Lease, the Leased Property or the Premises or the rent paid to County under this Lease; (c) all government property lease excise taxes due under Title 42, Chapter 6, Article 5 of the Arizona Revised Statutes ("**ARS**"); and (d) any other present or future taxes or governmental charges that are imposed upon County, or assessed against the Leased Property, or the Premises, including, but not limited to, any tax levied on or measured by the rents payable by tenants of the Leased Property or Premises which is in the nature of, or in substitution for, real estate taxes. Tenant must keep and maintain the information required by A.R.S. § 42-6204, and must comply with the GPLET statutes, and pay GPLET, if the Premises is found to be not exempt. Any income or net profits tax which may be assessed against County will be excluded. Within 30 days after execution of this Lease, the parties will execute and the County will record a memorandum of this Lease in compliance with ARS § 42-6202(C)(1), and County will provide the Pima County Treasurer with a copy of this Lease as required by ARS § 42-6202(C)(2).

10.2. **Personal Property**. Tenant will pay, before delinquency, all property taxes and assessments on the furniture, fixtures, equipment, inventory and other property of Tenant at any time situated on or installed in the Premises and on additions and improvements in the Premises (the "**FF&E**"). If any of the foregoing is assessed as part of the real property of which the Premises are a part, Tenant will pay to County upon demand, as Additional Rent, the amount of such additional taxes as may be levied against the real property by reason thereof. For the purpose of determining such amount of additional taxes, figures supplied by the local assessing authority as to any amounts so assessed will be conclusive. Tenant will provide County an inventory of all FF&E no later than October 1, 2025. At County's request, and at Tenant's sole cost and expense, Tenant will remove of all FF&E from areas they are not occupying as shown on **Exhibit B**.

11. **Operation of Premises.**

11.1. **Permitted Uses**. Tenant may use and operate the Premises for the following "**Permitted Use**":

- The Abrams Space exclusively for (i) business office use and (ii) laboratory operations and associated use of fluids/flammables and other materials typical to engineering and biological labs, manufacturing of medical and scientific equipment, and any other uses reasonably related thereto, provided that all applicable laws and regulations regarding such uses (including zoning), and the storage and use of such materials, are followed.
- The Annex exclusively for clean-manufacturing space for formulation and fill of reagents used in diagnostic test kits, and any other uses reasonably related thereto.
- Subject to County's consent, Tenant shall have the right to invite customers and suppliers to establish facilities on the Leased Property.
- Tenant must obtain and maintain all required permits and certifications for its operations at the Premises.

The Premises will be used only for the Permitted Use and for no other business or purpose whatsoever without the prior written consent of County, which may be granted or withheld in County's sole discretion. No act will be done in or about the Premises that is unlawful or that will increase the rate of Property Insurance. In the event of a breach of this covenant, Tenant will pay to County all increases in Property Insurance premiums resulting from such breach upon demand, and County will have all additional remedies provided for herein to redress such breach. Tenant will not commit or allow to be committed any waste upon the Leased Property or the Premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other person or neighboring property owner, tenant, or occupant. Tenant, at its expense, will comply with all laws relating to its use and occupancy of the Premises. In addition, Tenant will observe such reasonable rules and regulations as may be adopted by County from time to time for the safety, care and cleanliness of the Premises and for the preservation of good order therein; provided that such rules and regulations do not materially increase Tenant's obligations, or reduce Tenant's rights, under the express term of this Lease.

11.2. **Laws and Regulations**. Tenant represents, warrants and covenants that the operation of its business will be conducted in strict compliance with all applicable private covenants, conditions and restrictions and all applicable federal, state and local environmental, safety and other pertinent laws, rules, regulations and ordinances, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment," a copy of which is attached as **Exhibit E** (collectively sometimes referred to as "**Applicable Laws**"), including, without limitation, the Americans With Disabilities Act and the Arizonans With Disability Act (collectively the "**ADA**"). Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act as it pertains to facilities and use of the facilities. This will not obligate County to make any modifications to the Building, as a result of any change in the law or regulations, if such repairs are not otherwise legally required. Any changes in the governing laws, rules, regulations, and Board of Supervisors' policies during the terms of this Lease will apply but do not require an amendment. Tenant agrees that the construction of the Premises, and any alterations necessary to the Premises, in order to comply with the ADA or such other covenants, conditions, restrictions, laws, rules, regulations and ordinances, will be at Tenant's sole cost and expense. Tenant will indemnify, defend, and hold harmless County from and against any claim, liability, expense, lawsuit, loss or other damage, including reasonable attorneys' fees, arising from or relating to Tenant's use of the Premises or Tenant's activities within the Project or any violations of the ADA by Tenant, its employees, subtenants, agents, guests, contractors or invitees, except to the extent caused by County's grossly negligent or intentional act.

11.3. **Hazardous Materials.**

11.3.1. For the purposes of this Section, "Hazardous Materials" are defined those materials as defined in A.R.S. §26-301(8).

11.3.2. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household materials, or as may be necessary for the Permitted Use, all of which are used, stored and disposed of in compliance with all applicable federal, state and local laws, rules and regulations and in quantities not in excess of those reasonably necessary to conduct the Permitted Use, Tenant agrees not to introduce any Hazardous Materials in, on or adjacent to the Premises or in, on or adjacent to the Leased Property or the Leased Property without (a) obtaining County 's prior written approval, (b) providing County with 60 days' prior written notice of the exact amount, nature, and manner of intended use of such Hazardous Materials, and (c) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use, disposal and clean-up of Hazardous Materials, including, but not limited to, the obtaining of all proper permits.

11.3.3. Tenant will immediately notify County of any inquiry, test, investigation, or enforcement proceeding by, against or directed at Tenant or the Premises concerning Hazardous Materials. Tenant acknowledges that County, as the owner of the Leased Property, will have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve, and appeal, at Tenant's expense, any action taken or order issued by any applicable governmental authority with regard to Hazardous Materials used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors or invitees.

11.3.4. If Tenant's storage, use, disposal or release of any Hazardous Materials in, on or adjacent to the Leased Property or Premises results in any contamination of the Leased Property, or the Premises, the soil, surface or groundwater thereunder or the air above or around the Leased Property, or the Premises, or the Leased Property (a) requiring remediation under federal, state or local statutes, ordinances, regulations or policies, or (b) at levels which are unacceptable to County, in County's sole but reasonable discretion, Tenant agrees to clean-up the contamination immediately, at Tenant's sole cost and expense. Tenant further agrees to indemnify, defend and hold County harmless from and against any claims, suits, causes of action, costs, damages, loss and fees, including reasonable attorneys' fees and costs, arising out of or in connection with (y) any clean-up work, inquiry or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, disposed of or released by Tenant or its agents, employees, contractors or invitees on or about the Leased Property, the

Premises, or the Leased Property, and (z) the use, storage, disposal or release by Tenant or its agents, employees, contractors or invitees of any Hazardous Materials on or about the Leased Property, the Premises, or the Leased Property.

11.3.5. Notwithstanding any other right of entry granted to County under this Lease, County will have the right to enter the Premises or to have consultants enter the Premises throughout the Term at reasonable times and upon reasonable prior notice for the purpose of determining: (a) whether the Premises are in conformity with federal, state and local statutes, regulations, ordinances and policies, including those pertaining to the environmental condition of the Premises; (b) whether Tenant has complied with this Section 11; and (c) the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials. Tenant agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Premises with machinery for the purpose of obtaining laboratory samples. County will not be limited in the number of such inspections during the Term. If, during such inspections, it is found that Tenant's use, storage, disposal, or release of Hazardous Materials constitutes a violation of this Lease, in addition to any other remedies available to County by reason of such violation, Tenant will reimburse County for the cost of such inspections within 10 days of receipt of a written statement therefor. If such consultants determine that the Premises are contaminated with Hazardous Materials or in violation of any applicable environmental law, Tenant will, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of County and any applicable governmental agencies. If Tenant fails to do so, County, at its sole discretion, may, in addition to all other remedies available to County under this Lease and at law and in equity, cause the violation and the contamination to be remedied at Tenant's sole cost and expense. The right granted to County herein to inspect the Premises will not create a duty on County's part to inspect the Premises, or liability of County for Tenant's use, storage, or disposal of Hazardous Materials, it being understood that Tenant will be solely responsible for all liability in connection therewith.

11.3.6. Tenant will surrender the Premises to County upon the expiration or earlier termination of this Lease free of Hazardous Materials used, stored, disposed of or released on or from the Premises or the Leased Property by Tenant or its agents, employees, contractors, sublessees, or invitees and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by County, and such other reasonable requirements as may be imposed by County.

11.3.7. County represents and warrants to Tenant that, as of the Effective Date, it has no actual knowledge of the presence of any Hazardous Materials on, under or about the Leased Property or Premises. "Actual knowledge" of the County, for purposes of this paragraph, means the actual knowledge of the Count Administrator, any Deputy County Administrator, or any County department head, and any fact that is readily ascertainable by review of files related to the County's acquisition and use of the Building Parcel, which are accessible to those individuals on the Effective Date of this Lease.

11.3.8. Tenant's and County's obligations under this Section 11 and all indemnification obligations of Tenant and County under this Lease will survive the expiration or earlier termination of this Lease.

11.4. **Decommissioning/Decontamination**. Upon the termination or expiration of this Lease or upon Tenant vacating the Premises. Tenant at its sole cost and expense, will be responsible for the decommissioning and decontamination of the rooms and areas used as biological laboratories or any biological processing Whether Tenant has properly decommissioned and decontaminated the Premises will be in County's sole determination and discretion. This obligation shall survive the termination or expiration of this Lease. If Tenant does not properly decommission and decontaminate the Premises, County shall do such and bill Tenant for such costs.

11.5. **Solar Panels**. Tenant's use of the Premises may result in exhaust particles or condensation landing on the solar panels mounted on the rooftop of the Abrams Building. The impacts of such exhaust particles and condensation will be determined by County's Facilities Management Department. If this exhaust degrades the panels more than the mutually agreed-upon estimated impacts, Tenant will indemnify County from and against any liability to third parties incurred as a result of the degradation.

11.6. **Biological Waste & Material Disposal**. Tenant will properly dispose of any medical or biological waste—including but not limited to syringes, vials, prescriptions, and any materials containing blood or other biological material used or generated on the Premises. Tenant's disposal may include using appropriate medical waste containers and/or contracting with a third-party medical waste disposal company. Tenant will never dispose of any medical or biological supplies or waste outside of the Premises in the Building's Common Areas. Tenant will indemnify and defend County and any of County's tenants at the Buildings from and against any liability incurred by County as a result of any disposal of such materials in violation of this Lease or in violation of applicable law.

11.7. **Sustainability Plan**. In accordance with County's Sustainability Plan, located on the Pima County Website (https://www.pima.gov/1906/Sustainability). Tenant will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.

11.8. **Common Areas**. The Common Areas will at all times be subject to the control and management of County and County will have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of the Common Areas provided that such activity does not materially interfere with Tenant's operations. County will have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and County may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

11.9. **Rules and Regulations**. Tenant and its employees, agents, contractors and invitees will abide by rules and regulations for the Buildings that are established from time to time by Pima County concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security, after hours use and procedures and use of Common Areas. The current rules are attached as **Exhibit D.** Such rules and regulations will be applied in a non-discriminatory manner and will not unduly limit or impair Tenant's permitted use of the Premises. Notwithstanding the Item 9 in the rules and regulations, Tenant may use flammable, combustible fluids and materials as set forth in Section 11.1.

11.10. **Use of Other Areas of the Buildings**. County currently uses the other areas within the Buildings for public health offices and related purposes but has the right to make any legal use of the Buildings and may lease space within the Buildings to other organizations and agencies for any legal use.

11.11. **Utilities**. County will provide electricity, water, sewer, and trash-and-recycle-collection services to the Premises and will invoice Tenant on a monthly basis for the cost of those services, except that Tenant does not pay for water service to the Abrams Building. Tenant will pay each invoice within 20 days. Tenant has established and will continue to maintain an account with Southwest Gas and will directly pay for the gas supplied to the Annex Space of the Premises as determined by the Southwest Gas meter.

11.11.1. **Utilities Paid by Tenant.** Abrams Space sub-meters for electricity have been installed. Tenant will continue to pay electrical charges related to electrical consumption within the Premises.

11.11.2. **Metering.** The normal hours for provision of heating, ventilation, and air conditioning services ("**HVAC**") in the Abrams Building are 6:00 am to 6:00 pm, Monday through Friday and from 6:00 am to noon on Saturdays. At Tenant's request, County supplies HVAC to the Abrams Building 24/7. Sub-meters have been installed to measure the electricity used in or for the Abrams Space and the Annex Space, including the electricity used to run the County chiller outside of normal hours in order to provide the 24/7 HVAC service at the Abrams Building.

11.11.3. **Trash and Recycling.** The cost of trash and recycling services for the Premises is currently $478.35.00 per month. Tenant will continue to pay this charge, as well as any future cost increases for this service.

11.11.4. **Chillers.** If, in County's reasonable judgment, the existing chillers become insufficient to meet the needs of the Abrams Building, County will install an additional stand-alone, self-contained chiller sized to support Tenant's HVAC needs. Tenant will reimburse County for the cost of purchasing and installing the new chiller, including all costs to purchase and install meter.

11.11.5. **Back-Up Generator.** Tenant may use County's existing generator, located on property adjacent to the Abrams Building, for backup power. In the event Tenant's operations potentially would increase the load on the County Generator, Tenant will notify County of the potential for increased load and Tenant will engage an electrical engineer to calculate the capacity available for each and any additional load put on the generator to support Tenant's operations. Tenant will, within 3 days, notify County of its findings and provide a copy of the stamped electrical engineer's report as soon as it is available. Any damage associated with or caused by increased load will be the sole responsibility of Tenant. If the existing generators cannot accommodate Tenant's backup power needs, Tenant may install a small emergency generator in a location agreed upon by County and Tenant. Tenant will purchase, install, obtain permits for, test, maintain and repair any such generator at Tenant's expense. The generator's location and how it is connected to the Building(s) are subject to County's approval, which will not be unreasonably withheld, conditioned, or delayed.

11.11.6. **Interruption of Service.** Unless otherwise herein stated, County is not responsible for any material or financial loss related to power interruptions not caused by County's actions or negligence.

11.12. **Telephone/Internet.**

11.12.1. With the County' prior written approval , which will not be unreasonably withheld, Tenant may install its own telephone system and will maintain that system and directly pay for telephone and Internet service. All equipment installed by Tenant remains the property of Tenant and may be removed upon termination or expiration of this Lease.

11.12.2. With the County's prior written approval, which will not be unreasonably withheld, Tenant may establish a network connection from a local ISP, which it will maintain at its own expense, and may utilize its own ISP connection hardware. County will provide the ISP entry point into the building, a location for the ISP's network hardware, and a data connection to move Tenant Internet traffic from the building entry point up to the Abrams Space. Tenant will follow the County approved wireless network channel allocation plan, which prevents network interference. Tenant is responsible for securing Tenant's networks against intrusion through use of encrypted/password-protected wireless connections.

12. **Maintenance, Repairs, and Alterations.** Tenant may from time to time during the Term make changes, alterations, additions, substitutions, or improvements to the Premises, at its sole cost and expense, as set forth below:

12.1. **Repairs – Abrams Building.** Subject to Section 23 of this Lease concerning damage resulting from a casualty, and Section 15 of this Lease concerning tenant damage, County will make all repairs in and to the Abrams Building and Premises, except as provided below. This will include the roof, structural portions of the Abrams Building, and major Building systems such as air conditioning motors or compressors, major plumbing requirements (in-wall plumbing), heating units, in-wall electrical connections, and fixtures and systems furniture installed in the Abrams Space as part of the original Tenant Improvements constructed by County.

12.2. **Repairs – Annex Building.** Tenant is responsible for all building systems installed for the operation of its business including the heating, ventilation and air conditioning systems and HEPA filters. Subject to Section 23 of this Lease concerning damage resulting from a casualty, and Section 15 of this Lease concerning tenant damage, County will make all repairs in and to the remainder of the Annex Building and Premises, including the roof, structural portions of the Annex Building and major Building systems other than those that are the responsibility of Tenant.

12.3. **Notification to County.** In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, for which County is responsible, Tenant will notify County by email addressed to FM-TenantRequest@pima.gov, and County will cause such repairs and/or replacements as are necessary to correct such condition to be done within a reasonable period of time.

12.4. **Janitorial.**

12.4.1. **Responsibility.** Tenant will obtain and pay for janitorial services for the Premises. County will provide janitorial services for all other areas of the Buildings, including the Common Areas.

12.4.2. **Insurance.** Tenant will ensure that its janitorial contractor obtains and maintains, during the entire period that it is performing work in the Premises, general liability and worker's compensation of $1M each, and will require the contractor to name County as an additional insured on the liability policy.

Tenant will provide proof of this insurance to County prior to the janitorial contractor performing any work in the Premises.

12.4.3. **Janitorial Closet.** The janitorial contractor may only obtain water from, and dispose of water in, the mop sink in the janitorial closet provided in each portion of the Premises and must use that storage area for storage of janitorial supplies.

12.4.4. **List of Contractor Employees.** Tenant must provide to County a list of the names of each janitorial contractor employee who will be working in the Premises so a key card can be issued. Tenant will incur charges as stated in Section 13.13 for each key card that is lost, damaged or stolen by any janitorial employee.

13. **Security.**

13.1.1. **Hours.** County provides security personnel for the Abrams Building, including the front lobby, 6:00 AM to 10:00 PM, Monday through Friday, excluding County holidays, and on Saturday mornings 8:00 AM – 1:00 P.M. when County programs in the Abrams Building are open. The security personnel also conduct periodic perimeter checks that include the Annex Building.

13.1.2. **Additional Security.** County will, if requested by Tenant, supply security personnel to the Abrams Building or the Annex Building during other times, and/or will assign security personnel exclusively to the Premises, and Tenant will pay County's security contractor directly for those additional services.

13.1.3. **Key Cards; Security Procedures.** County has issued Tenant key cards and/or fobs for access to the Premises. Tenant will pay to County a standard charge ($25.00) for any key card and standard charge ($50.00) for any fob that is lost, stolen or damaged and must be replaced by County. Tenant will comply with County's Abrams Building security system, which may include checking in and out of the Abrams Building after hours.

14. **Equipment.** Tenant will maintain, repair and replace all equipment provided and installed by Tenant, including but not limited to security cameras, office and medical machines, air conditioners, kitchen appliances, conference room appliances and equipment, and laboratory and scientific equipment.

15. **Tenant Damage.** Tenant will promptly repair any damage done to the Premises, the Common Area, or the Buildings caused by any employee, agent, contractor or invitee of Tenant.

16. **Access to the Premises.** Tenant will permit County and County's authorized

representatives to enter the Premises at times convenient to Tenant for purposes of inspection, making any repairs and performing any work that is necessary for County to comply with the provisions of this Section 16. County, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as reasonably possible under the circumstances, and will comply with restrictions applicable to certain areas of the Premises, such as clean rooms. County will provide keys to first responders. Tenant may provide keys to first responders in emergent circumstances.

17. **Signs.** Tenant may maintain the existing exterior and interior signage.

18. **Furnishings.** Tenant will not remove from the Premises any fixtures, furnishings, and equipment provided by County, without County's prior written approval. Tenant may remove any furnishings, fixtures, or equipment paid for and installed by Tenant and will, subject to Section 21, restore the Premises to its condition prior to the installation of said furnishings, fixtures, or equipment. With County's advance written approval, Tenant may leave said items in place, and they will become the property of County. Tenant will maintain, repair, and replace all furnishings provided and installed by Tenant.

19. **Damage to Property.** Tenant covenants that it will permit no waste or damage to the lease property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair, subject to Section 10 with respect to repair obligations.

20. **Expenses Advanced by Tenant.** If County fails within 30 days (or such lesser time as is appropriate if there is a threat to health or safety) after requested by Tenant to make such repairs or perform such other act as may be required of County under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of County. Tenant may apply such claims against any subsequent installment of Rent.

21. **Return of Premises to Original Condition.** Tenant, upon Lease expiration, will restore the Premises to their condition upon initial occupancy unless this obligation is waived in writing by County. This obligation may be waived by County in part or in whole. Tenant will reimburse County for any costs necessary to restore the fire sprinkler system and densities applicable to office use standards including but not limited to: removal of shower and installing plumbing fixtures and toilets in the south employee restroom, installing a building standard entry door into the break room, all other costs to remove any modifications required or requested by Tenant, the Fire Marshal or any other governmental entity necessary to convert the Premises back to office use. Tenant will be responsible for returning all common areas on both the first and fourth floors of the Abrams Building and any exterior areas of the Premises modified for Tenant use to pre-occupancy condition.

    21.1. Per Section 11.4, the biological laboratory(s) and biological processing spaces will be decommissioned and decontaminated and returned to normal, useable office space.

22. **Alterations.** Tenant will not make or permit to be made any alterations, improvements, or additions of or to the Premises or any part thereof, unless and until Tenant will have caused plans and specifications therefor to have been prepared, at Tenant's expense, by a licensed architect and will have obtained County's written approval thereof, such approval not to be unreasonably withheld, conditioned, or delayed. If such approval is granted, Tenant will cause the work described in such approved plans and specifications to be performed, at its expense, promptly, and in a first class workmanlike manner by a licensed general contractor and in compliance with all applicable governmental and insurance requirements and the standards set forth in this Lease (including, without limitation, the provisions of Section 12 and the Work Letter), without interference with or disruption to the operations of the Project or the quiet enjoyment of any other person or neighboring property owner, tenant or occupant.

23. **Damage from Casualty.**

23.1.1. If any part of the Premises is damaged or destroyed by any cause whatsoever during the Term, Tenant will, promptly repair and replace the same at its own expense, to at least the condition existing immediately prior to the damage or destruction, and Tenant's obligations under this Lease will not terminate. If, however, (a) such damage or destruction is due to the County's grossly negligent or willful acts or omissions, Tenant will have no obligation to repair or replace the Premises, Tenant may terminate this Lease upon written notice to County delivered no later than 60 days following the date of such damage or destruction and Tenant will have no obligation to pay any insurance proceeds to County; (b) if Tenant maintained the insurance required by this Lease at the time of such destruction and despite Tenant's commercially reasonable efforts, such insurance proceeds are unavailable or are insufficient to rebuild the Premises in a manner reasonably acceptable to County and Tenant, Tenant may terminate this Lease upon60 days' written notice to County (but in no event later than 120 days following the date of such damage or destruction) and Tenant will, at its sole cost and expense, clean and clear the Leased Property of all debris, repair the site and install landscaping so that the Leased Property blends in reasonably well with the surroundings, and pay all remaining insurance proceeds to County; and (c) if the Premises are substantially destroyed by fire or other casualty at any time during the Term such that Tenant may not reasonably operate the Premises for the Permitted Use, then Tenant may terminate this Lease by written notice given to County within 60 days after the date of such damage or destruction, and Tenant will be discharged from responsibility to repair the damage, but Tenant will, at Tenant's sole cost and expense, clean and clear the Leased Property of all debris, repair the site and install landscaping so that the Leased Property blends in reasonably well with the surroundings, and pay all remaining insurance proceeds to County.

23.1.2. No Base Rent or Additional Rent will abate as a result of casualty damage or during the period of any repair or restoration unless this Lease is terminated. Tenant will continue the operation of its business on the Premises during any period of repair or restoration to the extent reasonably practicable from the standpoint of prudent business management. Tenant will not be entitled to any compensation or damages from County for loss in the use of the whole or any part of the Premises or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

23.2. **Performance of Work by County.** If County will perform any construction work at the request of Tenant or pursuant to Section 8.3 or if Tenant is required to pay County for any construction work, then the cost of such work together with a fee to County equal to 10% of the cost of such work will be payable by Tenant to County within 30 days after County's demand, as Additional Rent.

23.3. **Miscellaneous**. Following a casualty, upon completion of construction and prior to the time when Tenant opens for business in the Premises, both initially and subsequently after any temporary closure after casualty damage or permitted remodeling, Tenant will not be permitted to, and will not, open for business until the following requirements will be satisfied: (a) Tenant has delivered to County all insurance policies and mechanics' lien waivers as required by this Lease; (b) County has inspected the Premises to determine whether all of Tenant's Work in the Premises is complete in accordance with the requirements of this Lease; and (c) Tenant has paid County all Rent which has then accrued under this Lease. No approval by County under this Lease will make County responsible for the condition of the Premises or constitute a representation by County of compliance with any applicable requirements or constitute a waiver of any rights and remedies that County may have under this Lease or at law or in equity. If Tenant opens the Premises in violation of the requirements of this Section, such action by Tenant will constitute a material Event of Default under this Lease.

24. **Liens**. Nothing contained in this Lease will be deemed or construed in any way as constituting the approval, consent or request of County, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, supplier, architect, engineer or other third party for the performance of any labor or the furnishing of any materials or services for or in connection with the Leased Property, or any part thereof. To the fullest extent permitted by applicable law, notice is hereby given that County will not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit or otherwise, and that no mechanic's or other lien for any such labor, materials or service will attach to or affect the fee or reversionary or other estate or interest of County in the Property, the Premises, the Project or in this Lease. Tenant will do all things necessary to prevent the filing of any mechanics', suppliers' or other lien against the Leased Property, or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. If any lien will at any time be filed

against the Leased Property, or any part thereof, Tenant will cause the lien to be discharged of record within 10 business days after the date of filing of the lien. If Tenant will fail to timely discharge such lien, such event will constitute an Event of Default under this Lease and County may exercise all rights and remedies under this Lease, including, without limitation, the remedies under Section26.2 and the right of self-help under Section 26.4 to pay and discharge such lien at Tenant's cost and expense.

25. **Insurance and Indemnity.**

25.1. **Indemnity.** To the fullest extent permitted by law, Tenant will defend, indemnify and hold County harmless from and against all claims arising out of or relating (directly or indirectly) to any activities conducted, or conditions existing, on the Premises during the Term, except to the extent caused by County's negligence or intentional misconduct.

25.2. **Insurance.** Tenant will maintain at its expense such insurance coverage for the Leased Property and its operations as County may determine from time to time during the term of the lease, including commercial general liability, auto liability, and workers' compensation. Tenant will procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Tenant from liabilities that arise out of the performance of this contract. If necessary, Tenant may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

25.2.1. Commercial General Liability Coverage. Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy will include bodily injury and property damage, broad form contractual liability, personal and advertising injury and products- completed operations.

25.2.2. Business Auto Liability. Bodily Injury and Property Damage for any owned, hired, an /or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.

25.2.3. Workers Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage - $1,000,000 each accident and each person – disease.

25.2.4. Property Insurance. Tenant will obtain and keep in force during the entire Term a policy of insurance covering loss or damage to the Premises and the County-Provided FF&E in the amount of the full replacement value thereof, providing protection against all vandalism, malicious mischief, special extended perils (all risk) and will deliver to County a Certificate of Property insurance, with County named as additional insured. Said Certificate must be satisfactory to County.

25.3. **Additional Insurance Requirements.**

25.3.1. Claims- Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Lease, and Tenant must maintain such coverage for a period of not less than 3 years following Lease expiration, termination or cancellation.

25.3.2. These policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- Additional Insured. The General Liability and Business Automobile Liability Policies will be indorsed to include Pima County, its departments, its districts, boards, commissions, officer, official, agents, and employees as additional insureds with respect to liability arising out of the activities performed by on or behalf of Tenant.

- Subrogation. The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Tenant.

- Primary Insurance: Tenant's policies will stipulate that the insurance afforded Tenant will be primary and that any insurance carried by County, its agents, officials, or employees will be excess and not contributory insurance.

25.3.3. Insurance provided by Tenant will not limit Tenant's liability assumed under the indemnification provisions of the contract. Tenant will provide County with current certificates of insurance annually. All certificates of insurance must provide for guaranteed 30 days written notice to County of cancellation or non-renewal.

26. **Default/Termination**. Either party may present written notice of default or non-performance to the other party.

26.1. **Tenant Default.** The occurrence of any one or more of the following events will constitute a material default and breach of this Lease by Tenant (each an "**Event of Default**"):

26.1.1. Failure to pay Base Rent, Additional Rent or other sum required under this Lease within after its due date, where such failure continues for more than 10 days following notice written thereof from County;

26.1.2. Failure to maintain the Employment Requirements applicable at that time, as set forth herein, where such failure continues for more than 30 days following written notice thereof from County;

26.1.3. Failure to furnish any statement required under this Lease within 10 business days after its due date;

26.1.4. Failure to maintain any insurance required under this Lease; (iv) abandonment of the Premises for 7 or more consecutive days;

26.1.5. Use of the Premises for any unlawful or illegal purpose and such use will continue for a period of 3 days after written notice from County; provided that Tenant will not be entitled to the benefit of more than 1 such grace period of 3 days under this subparagraph during the Term of this Lease;

26.1.6. Action or omission by Tenant that, in County's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Building and such use will continue for a period of 2 days after written notice from County, where Tenant's failure to obtain and maintain any required license and/or registration for its operations at the Premises is considered a violation under this paragraph;

26.1.7. The assignment, mortgaging or encumbrance of all or any portion of Tenant's interest in, to or under this Lease or in or to the Premises without County's prior written consent, or the sublease of all or any portion of the Premises in violation of this Lease;

26.1.8. Causing or failure to prevent the recordation of any lien or other encumbrances against the Leased Property, the Premises, the Leased Property or any portion thereof;

26.1.9. Tenant's making of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days;

26.1.10. Any default in any other obligation of Tenant under this Lease, where such default is not remedied within thirty days after written notice of the default by County or its agent; except that, if any non-monetary default will reasonably require more than 30 days to cure, Tenant will be allowed such longer period as is necessary to effect such cure, so long as Tenant's efforts to cure are commenced within the initial thirty day period and are diligently pursued to completion within a reasonable amount of time;

26.1.11. Any guarantor or indemnitor of this Lease, dies, dissolves (including, without limitation, administrative dissolution), revokes, or otherwise terminates, or purports to revoke or otherwise terminate (by operation of law or otherwise), any guaranties or indemnities, including, without limitation the Environmental Indemnity, under this Lease.

26.2. **Remedies.** At any time following the occurrence of an Event of Default, with or without notice or demand and without limiting County in the exercise of any other right or remedy which County may have by reason of such default or breach, County may:

26.2.1. Terminate this Lease by any lawful means, in which case Tenant will immediately surrender possession of the Premises to County. In such event, County will be entitled to recover from Tenant all damages incurred by County by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary completion, renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the "worth at the time of award" established by the court having jurisdiction thereof of the amount by which the unpaid Rent and other charges due for the balance of the Term after the time of Tenant's default exceeds the amount of such rental loss for the same period that Tenant proves by clear and convincing evidence could have been reasonably avoided; and that portion of the leasing commission paid by County applicable to the unexpired term of this Lease. For purposes of this Section 26.2.1, "worth at the time of award" of the amount referred to above will be computed by discounting each amount by a rate equal to the Prime Rate at the time of the award, but in no event more than an annual rate of 7%.

26.2.2. Re-enter the Premises, without terminating this Lease, and remove any property from the Premises, in which case County will be entitled to enforce all of County's rights and remedies under this Lease, including the right to recover the Rent and all other amounts due hereunder as they become due. No re-entry or taking possession of the Premises by County pursuant to this Section 26.2.2 or other action on County's part will be construed as an election to terminate this Lease unless a written notice of such intention is given to

Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. County's election not to terminate this Lease pursuant to this Section 26.2.2 or pursuant to any other provision of this Lease will not preclude County from subsequently electing to terminate this Lease or pursuing any of its other remedies.

26.2.3. Maintain Tenant's right to possession, in which case this Lease will continue in effect, whether or not Tenant will have abandoned the Leased Property or the Premises. In such event County will be entitled to enforce all of County's rights and remedies under this Lease, including the right to recover the Rent and all other amounts due hereunder as they become due.

26.2.4. Pursue any other remedy, at law or in equity, now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease or the termination of Tenant's right to possession will not relieve Tenant from liability under any indemnity provision of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Premises.

County's remedies set forth in this Lease will be deemed cumulative and not exclusive.

26.3. **County Default.** County will in no event be in default in the performance of any of its obligations in this Lease contained unless and until County will have failed to perform such obligation within 30 days, unless the failure is of such a character as to require more than 30 days to cure, in which event County will be in default only if it fails to initiate the cure within thirty days, and thereafter diligently pursue the same to completion, and after notice by Tenant to County properly specifying in what manner County has failed to perform any such obligation. In no event will County be liable for any punitive or consequential damages or for any criminal acts of third parties.

26.4. **Self-Help.** If Tenant will default in the performance of any Lease covenant, County may, at County's option after the expiration of any applicable notice and cure period, perform the covenant for the account of Tenant, and all costs and expenses incurred by County, plus interest thereon at the Default Rate from the date paid by County to the date of payment thereof by Tenant, will be immediately paid by Tenant to County as Additional Rent. The taking of such action by County will not be considered as a cure of such Default by Tenant or to prevent County from pursuing any remedy it is otherwise entitled to in connection with such Default.

27. Assignment and Subletting.

27.1. Except as expressly provided below, Tenant does not have the right to assign its rights or obligations under this Lease, or sublease the Premises in whole or in part, without the prior written consent of County. County will not unreasonably withhold, condition, or delay its consent to a proposed assignment or sublease, but Tenant acknowledges that it is reasonable for County to do so if, in County's reasonable business judgment, the intended sublessee or assignee has not demonstrated that it has the financial and operational capacity to match the actual (not merely the required) employment and salary levels likely to be achieved by Tenant under Section 9.1 above, and to perform all of Tenant's obligations under this Lease. No consent by County to an assignment or subletting will release Tenant from any of its obligations under this Lease.

27.2. Notwithstanding the foregoing, Tenant may with County's prior written consent, but upon not less than 15 days prior written notice to County, (1) assign this Lease or sublet the Premises to any entity controlling, controlled by or having (50% or more common control with Tenant, or resulting from a merger or consolidation with Tenant or acquiring all of the assets and/or stock of Tenant; provided that any such entity assumes all obligations under this Lease, including, without limitation, the obligation to meet the Employment Requirements (each a "**Permitted Transfer**").

27.3. Except in connection with a Permitted Transfer, if County consents to an assignment or sublet of this Lease or the Premises, Tenant must pay to County any "Transfer Premium" received by Tenant from such assignee or subtenant. "Transfer Premium" means all rent, additional rent or other consideration payable by such assignee or subtenant (but not including consideration for any business services provided by Tenant that are not offered by County) in excess of the rent and any other sums payable by Tenant under this Lease, on a per rentable square foot basis if less than all of the Premises is sublet, after deducting the following costs: (A) any reasonable brokerage commissions in connection with the assignment or sublet; (B) any reasonable advertising and/or marketing costs incurred by Tenant in connection with the assignment or sublet; and (C) any reasonable attorneys' fees paid by Tenant in connection with the assignment or sublet. "Transfer Premium" also includes, but is not limited to, key money and bonus money paid by an assignee or subtenant to Tenant in connection with such assignment or sublet, and any payment in excess of fair market value for services rendered by Tenant to such assignee or subtenant, or for FF&E transferred by Tenant to such assignee or subtenant in connection with such assignment or sublet.

27.4. County agrees that if it decides to sell the Building, it will do so only subject to the terms and conditions of this Lease and further agrees to give Tenant at least thirty days' notice of its intent to sell.

28. **Notices.** Except as otherwise specifically provided, all notices, requests, demands and other communications hereunder must be given in writing and either: (i) personally served on the party to whom it is given; (ii) mailed by registered or certified mail, postage prepaid, return receipt requested; (iii) sent by a nationally recognized overnight courier

service such as Federal Express; or (iv) sent by email transmission. All notices will be deemed delivered and received upon the earliest of: (a) actual receipt; (b) the third day after the day of mailing; (c) the next business day after the date of deposit with a nationally recognized overnight courier service; or (d) the business day that such notice is sent by email, or if not sent on a business day, the next business day; provided, however, the sender of such email does not receive a response indicating the message was rejected or otherwise undeliverable. Any notices received on a Saturday, Sunday, or on a holiday in the State of Arizona or the United States will be deemed received on the next succeeding business day. The designated address of each party will be:

If to County:	Pima County Administrator 115 N. Church Avenue Tucson, Arizona 85701, Suite 231 Attn: Jan Lesher Email: Jan.Lesher@pima.gov
With copies to:	Pima County Facilities Management Director 150 W. Congress Street, 3rd Floor Tucson, Arizona 85701 Email: FM_Leasing_Services@pima.gov
	Pima County Attorney's Office 32 North Stone Avenue, Suite 2100 Tucson, Arizona 85701 Attn: Civil Division Email: Bobby. Yu@pcao.pima.gov
	Pima County Economic Development 201 North Stone Avenue, 2nd Floor Tucson, Arizona 85701 Attn: Heath Vescovi-Chiordi Email: Heath.Vescovi-Chiordi@pima.gov
If to Tenant:	AST Revolution, LLC 3950 S. Country Club Rd, 4th Floor Tucson, AZ 85714 Attn: Larry Metz Email: lmertz@axdx.com
With copies to:	AST Revolution, LLC c/o Indaba Capital Management, L.P. 1 Letterman Drive, Building D, Suite 700 San Francisco, CA 94129 Email: indaba-ops@indabacapital.com

or such other address as that party, from time to time, may specify by notice to the other party given in the manner provided herein. The inability to deliver notice because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, will be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

29. **Licensure and Registration.** Tenant will apply for and obtain any license, registration, or permit that is required during the Term of this Lease and will maintain such license, registration, or permit in good standing throughout the Term of this Lease. Tenant will immediately notify County, in writing, if the license, registration, or permit is denied or terminated. In the event of such denial or termination, County may, in its sole discretion, terminate this Lease with no further obligation to Tenant.

30. **Destruction of Premises**. If at any time during the Term of the Lease, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and County cannot or does not fully repair the Premises within 90 days through no fault of Tenant then Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in 90 days, then the Lease will continue in full force and effect while the repairs are being made, and Rent will be abated by the percentage of the total space which is unavailable or not reasonably useful to Tenant.

31. **Holding Over**. If Tenant remains in possession of the Leased Property, Premises or any part thereof after the expiration or earlier termination of the Term of this Lease, without the written consent of County, such occupancy will be a tenancy at sufferance, for which Tenant will pay a Base Rent equal to 125% of the Base Rent in effect immediately prior to the expiration or termination of the Term, plus all other charges payable hereunder, and upon all the terms hereof applicable to such a tenancy at sufferance. If Tenant fails to surrender the Leased Property, the Premises or any portion thereof in a timely manner upon the expiration or earlier termination of this Lease, in addition to any other liabilities to County accruing therefrom, Tenant will indemnify and hold County harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant related to such failure.

32. **Condemnation**.

    32.1. **Complete Taking**. If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises is taken or condemned so that the portion or portions remaining is or are insufficient or unsuitable, in the mutual reasonable judgment of County and Tenant, for the continued operation of the business contemplated by this Lease, so as to effectively render the Premises untenantable, then this Lease will cease and terminate as of the date on which Tenant is required to vacate the Premises as a result of the condemning authority taking possession and all Rent will be paid by Tenant to County up to that date or refunded by County to Tenant if Rent has previously been paid by Tenant beyond that date.

32.2. **Partial Taking.** If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of County and Tenant, be adapted and used for the conduct of Tenant's business operation, then the County will promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease will continue in full force and effect except that the Rent payable hereunder will, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

33. **Change in Ownership.** If ownership of the Premises or the name or address of the party entitled to Rent will be changed, Tenant may, until receipt of written notice of such change, continue to pay Rent to the party to whom and in the manner in which the last preceding installment of Rent was paid. Tenant will not be subject to double liability for any Rent so paid.

34. **Excuse for Non-Performance.** Each party hereto will be excused from performing any obligation or undertaking provided in this Lease, except the obligations of Tenant to pay Rent due under the applicable provisions of this Lease, in the event and so long as, the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, pandemic, epidemic, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, order of government or civil or military or naval authorities, or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of such party.

35. **Cancellation for Conflict of Interest.** This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated in this Lease by this reference.

36. **Non-Discrimination.** Tenant will comply with applicable local, state and federal laws, rules and regulations concerning equal employment opportunity and non-discrimination; and with all provisions and requirements of Arizona Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Lease by this reference.

37. **Non-Appropriation.** County's performance of its obligations under this Lease may be dependent upon the appropriation of funds by the Board or the availability of funding from other sources. Should the Board fail to appropriate the necessary funds, or if funding is otherwise not available to County for the purpose of fulfilling County's obligations

under this Lease, County will be relieved of that obligation and County or Tenant may terminate this Lease, in which case neither County nor Tenant will have any further rights or obligations hereunder other than those which specifically survive the termination of this Lease. County agrees to notify Tenant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

38. **Arbitration.** The parties agree that any dispute arising under this Lease involving the sum of $50,000 or less in money damages only will be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) will be final.

39. **Miscellaneous.**

39.1. **Estoppel Certificate; Financial Statements**. Upon 10 business days' prior written request by County, Tenant will deliver to County the following:

39.1.1. A balance sheet, income statement, statement of changes in equity, statement of consolidated cash flows and such other financial information as may be reasonably request requested. Non-audited financial statements will be certified to County and County's lender, if applicable, as being accurate and complete in all material respects (the "**Certified Statements**"); provided, however, that such Certified Statements will not be required more than once per calendar year, unless Tenant is in default under this Lease, or if County needs such Certified Statements in connection with a sale or financing of the Leased Property. The Certified Statements will be signed by an officer, authorized agent, partner, manager or managing member of the Tenant.

39.1.2. A statement certifying (a) that this Lease is unmodified and in full force and effect, or if there has been any modification thereof that this Lease is in full force and effect as modified and stating the nature of the modification; (b) that County is not in default under this Lease and no event has occurred which, after notice or expiration of time or both, would constitute a default (or if any such default or event exists, the specific nature and extent thereof); (c) the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any; and (d) any other information concerning this Lease or the Premises which County may reasonably request (the "**Estoppel Certificate**").

39.1.3. Any financial information and Estoppel Certificate delivered pursuant to this Section 39 may be provided to any prospective purchaser, holder or prospective holder of any encumbrance and relied upon by County, any prospective purchaser, holder or prospective holder of any encumbrance. If Tenant fails to deliver the Estoppel Certificate required by this Section within 10 days after County has requested such statements, such failure will constitute an Event of Default and, in addition to County's remedies hereunder, Tenant will be deemed to have certified that this Lease is in full force and effect, that County is not in default under this Lease and all other matters described in the Estoppel Certificate.

39.2. **County's Liability.** The term "County" as used herein will mean only the owner or owners at the time in question of the fee title of the Leased Property. In the event of any transfer of such title or interest, County herein named (and in case of any subsequent transfers the then grantor) will be released from and after the date of such transfer of all liability as respects County's obligations thereafter to be performed, so long as any funds in the possession of County or the then grantor at the time of such transfer, in which Tenant has an interest, will be delivered to the grantee. The obligations contained in this Lease to be performed by County will, subject to the foregoing, be binding on County's successors and assigns, only during their respective periods of ownership.

39.3. **Severability**. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision hereof.

39.4. **Interest on Past-Due Obligations**. Except as expressly herein provided, any amount due to County not paid when due will bear interest at the Default Rate from the date due. Payment of such interest will not excuse or cure any default by Tenant under this Lease.

39.5. **Time of Essence**. Except as specifically otherwise set forth in this Lease, time is of the essence with respect to each and every obligation of Tenant hereunder.

39.6. **Captions**. Section and paragraph captions are not a part hereof.

39.7. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein and expressly supersedes and renders null and void any letter of intent that may have been previously executed between the parties relating to the Leased Property or the Premises. No prior agreement or understanding pertaining to any such matter will be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

39.8. **Persons**. The word "person" and the word "persons", wherever used in this Lease, will both include individuals, partnerships, firms, trusts, corporations, limited liability companies and/or any other form of business entity.

39.9. **Remedies Not Exclusive**. The various rights, options, elections, powers, and remedies of County contained in this Lease will be construed as cumulative and no one of them will be exclusive of any of the others, or of any other legal and equitable remedy which County might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by County will not impair its rights to any other right or remedy until all obligations imposed upon the other party have been fully performed.

39.10. **No Partnership**. Nothing contained in this Lease will be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between County and Tenant, and neither the method of computation of Rent nor any other provision contained in this Lease nor any acts of the parties hereto will be deemed to create any relationship between County and Tenant other than the relationship of County and tenant.

39.11. **No Waiver.** No waiver of any default hereunder will be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by County of Rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant will not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Lease will not be construed as a waiver of any subsequent breach of the same covenant term or condition. The consent or approval by County to or of any act by Tenant requiring County's consent or approval will not be deemed to waive or render unnecessary County's consent or approval to or of any subsequent similar acts by Tenant. To be effective, any express waiver must be in writing.

39.12. **Lease Contains All Agreements.** This Lease, together with its exhibits, contain all conditions, covenants and agreements between County and Tenant relating in any manner to the Leased Property or Premises and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Leased Property or the Premises will be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by County and Tenant. County and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on County's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease.

39.13. **Brokers**. County and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Lease. In the event of a breach of the foregoing representation and warranty by a party (the "**Defaulting Party**"), the Defaulting Party will indemnify and hold the other party harmless from and against any claim or claims, damages or expenses (including any claims for brokerage or other commissions asserted by any broker, agent, or finder fees) which may arise as a result of such breach.

39.14. **Partial Invalidity**. Any provision or provisions of this Lease which will prove to be invalid, void or illegal will in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof will nevertheless remain in full force and effect.

39.15. **Other Agreements**. Any default by Tenant under any instrument, undertaking or agreement executed by Tenant in favor of or with County relating to this Lease or in the tenancy created hereby will constitute a breach of this Lease and entitle County to pursue each of all its rights and remedies hereunder and at law.

39.16. **Waiver of Trial by Jury.** To the extent permitted by law, County and Tenant mutually waive trial by jury with respect to any action brought by either party under or in connection with this Lease, the Leased Property, or the Premises.

39.17. **Authority**. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is a duly organized and existing corporation, that Tenant has been and is qualified to do business in the State of Arizona, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, limited liability company, trust, or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules, and governmental regulations relative to its right to do business in the State of Arizona, that such entity has the full right and authority to enter into this Lease, and that all persons signing on behalf of the Tenant were authorized to do so by any and all necessary or appropriate partnership, limited liability company, trust, or other actions. Tenant agrees to provide to County evidence of the foregoing items upon the execution of this Lease.

39.18. **Attorneys' Fees and Legal Expenses**. In any action or proceeding brought by either party against the other under this Lease, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees, and other reasonable legal expenses and court costs incurred by such party in such action or proceeding as the court may find to be reasonable.

39.19. **Choice of Law**. This Lease will be governed and construed in accordance with the laws of the State of Arizona, without regard to its principles of conflicts of laws. County and Tenant hereby agree that the proper venue for any legal proceedings arising out of this Lease will be Pima County, Arizona, and each party hereto consents to the jurisdiction of the state or federal courts located in Pima County, Arizona.

39.20. **Construction.** This Lease will not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Each party represents that it has had the opportunity to have its own legal counsel review and participate in the completion of this Lease.

39.21. **Anti-Terrorism.** Tenant represents, warrants and covenants that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by an Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not executing this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless County from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants.

39.22. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision

39.23. **Exhibits**. Each reference in this Lease or in any Exhibit to this Lease will mean the Exhibits attached hereto, all of which are referenced below and are incorporated in this Lease by reference:

Exhibit A	Abrams and Annex Buildings Aerial
Exhibit B	Premises
Exhibit C	Parking Areas
Exhibit D	Rules and Regulations
Exhibit E	Tobacco Free Policy C 3.1.18
Exhibit F	Work Letter Agreement

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day, month and year written below.

PIMA COUNTY, ARIZONA

By:______________________________
Rex Scott
Chair, Board of Supervisors

Date:______________________________

ATTEST:

By:______________________________
Melissa Manriquez
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By:______________________________
Tony Cisneros
Director Facilities Management

Date: 9.24.2025

By:______________________________
Heath Vescovi-Chiordi
Director of Economic Development

Date: 9-24-2025

APPROVED AS TO FORM:

By: Janis C. Gallego
Janis Gallego
Deputy County Attorney

Date: September 11, 2025

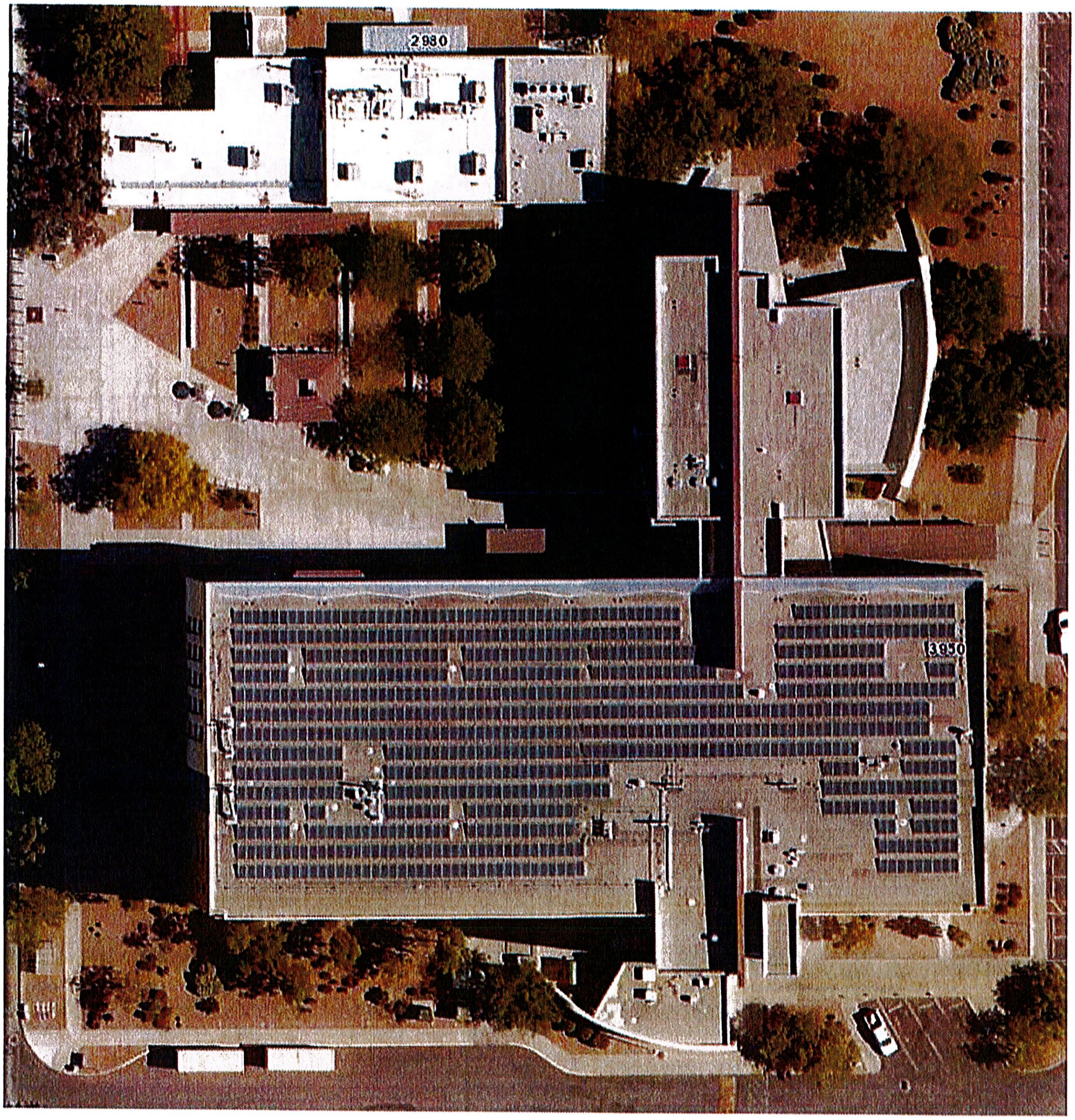
AST Revolution, LLC

By: Z Rosenberg
Zac Rosenberg, Manager

Date: September 10, 2025

EXHIBIT A

ABRAMS AND ANNEX BUILDINGS AERIAL



ANNEX: 2980 EAST AJO WAY, TUCSON ARIZONA
ABRAMS: 3950 SOUTH COUNTRY CLUB ROAD, TUCSON ARIZONA

<u>EXHIBIT B</u> (1 of 2 pages)
PREMISES
Abrams Space (~ 28,673 SF) within ABRAMS BUILDING 3950 S. COUNTRY CLUB ROAD

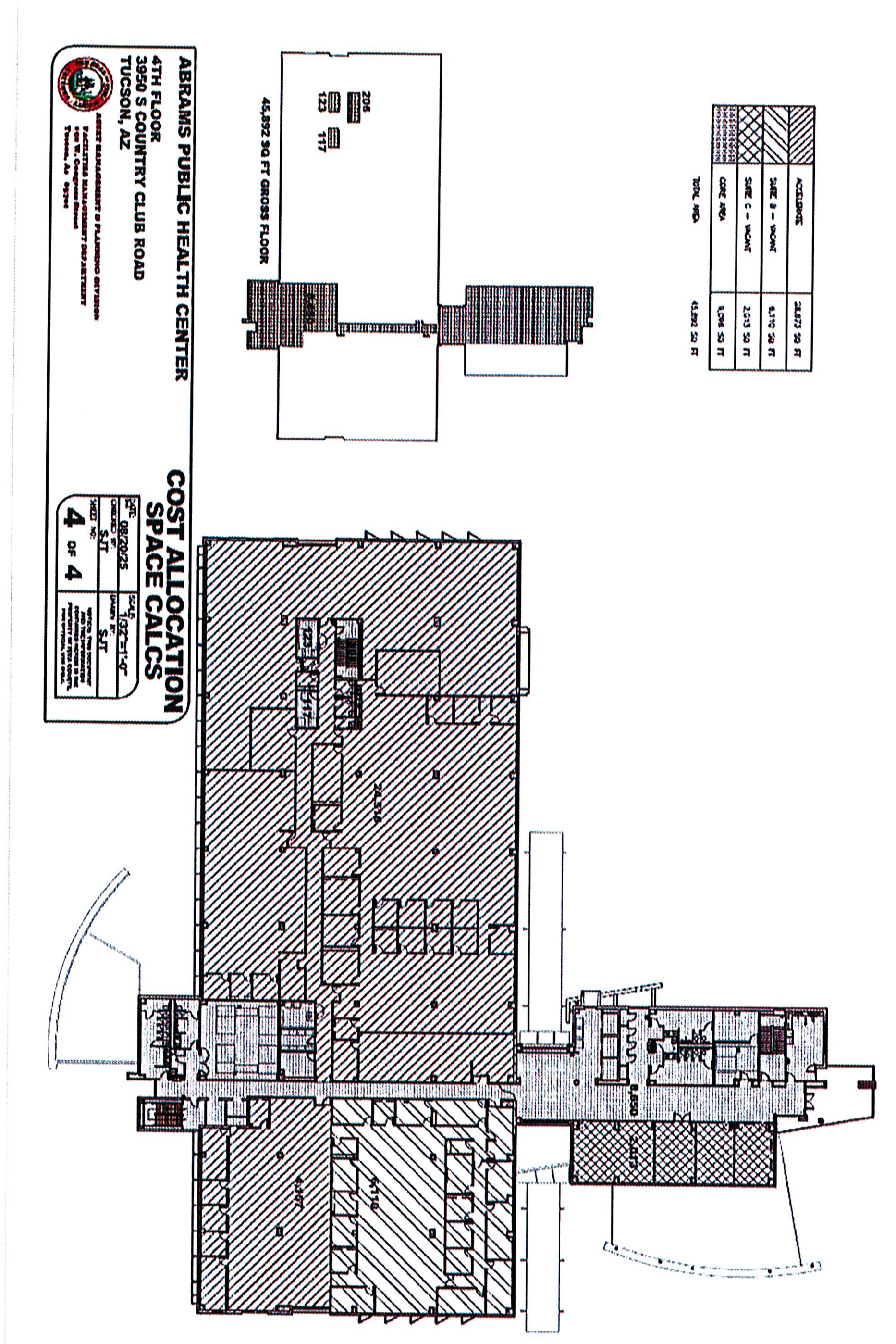


EXHIBIT B (2 of 2 pages)
PREMISES
ANNEX BUILDING 2980 EAST AJO WAY "ANNEX SPACE" (~ 6,207 SF)

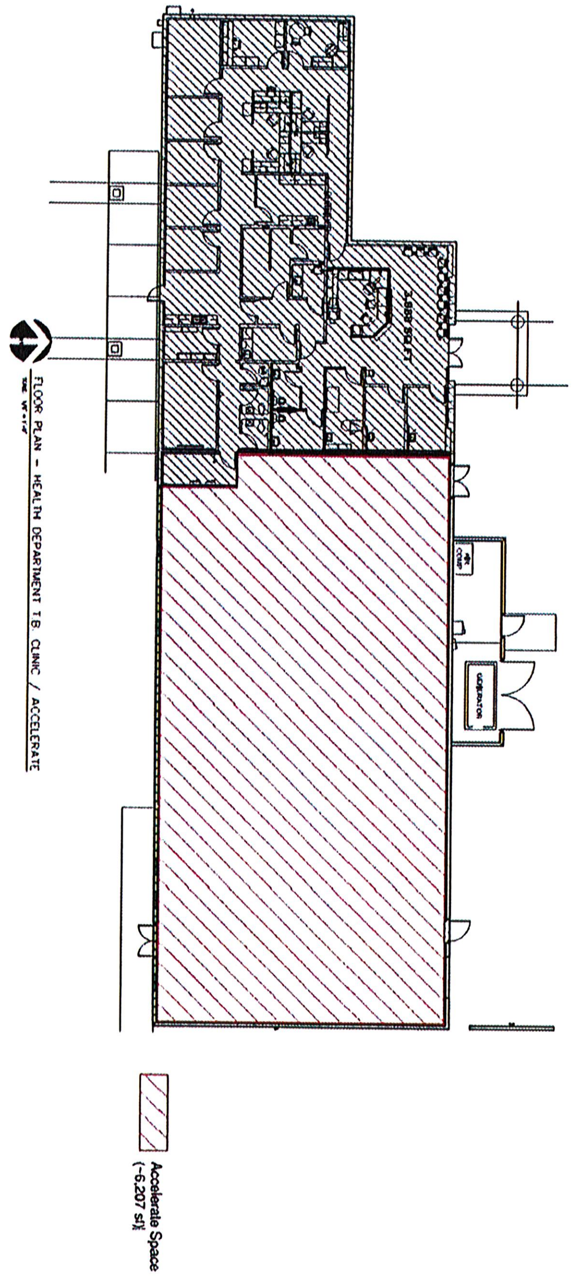


EXHIBIT C

PARKING AREAS

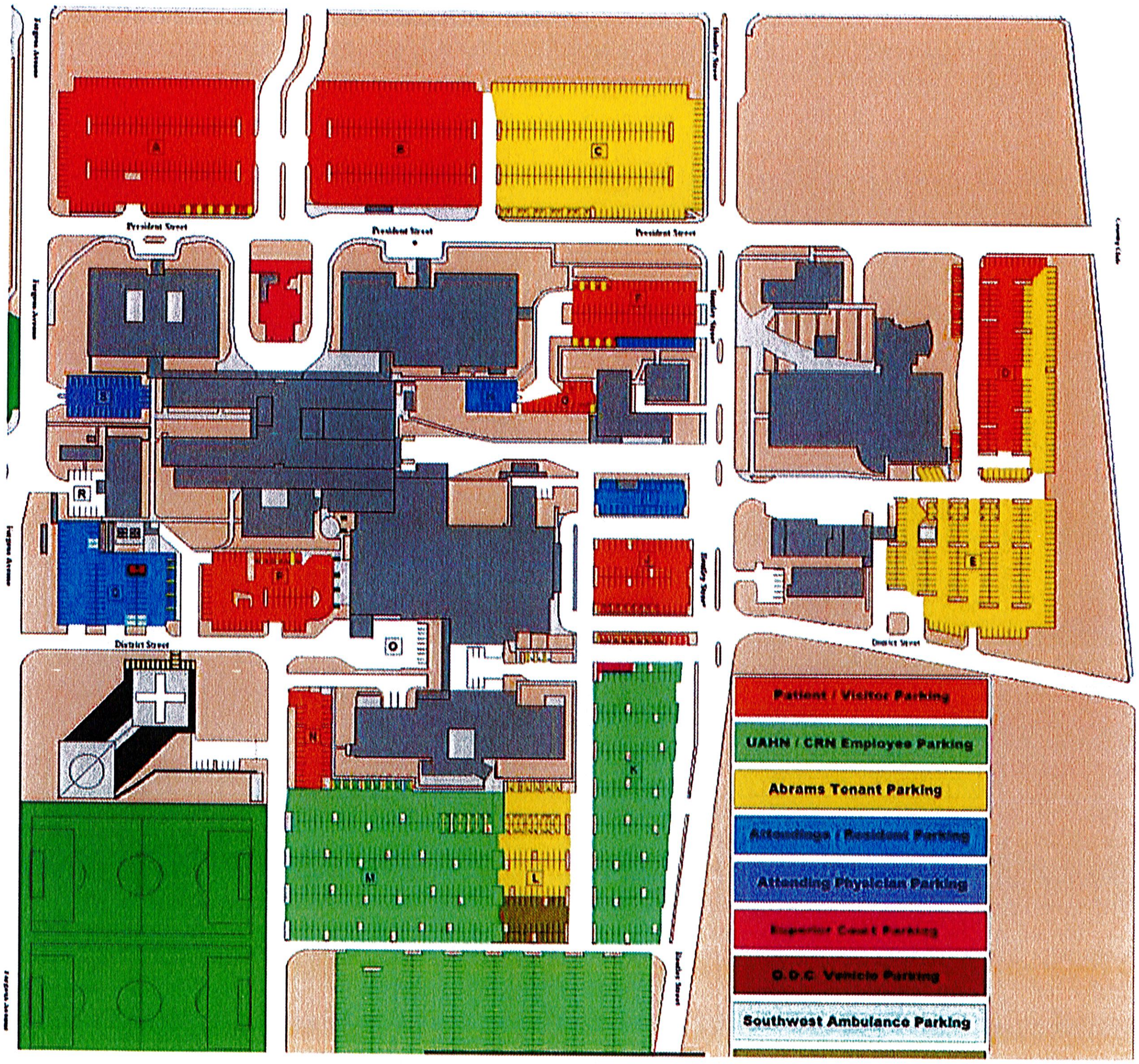


EXHIBIT D

COUNTY'S RULES & REGULATIONS

Re: 3950 S. Country Club, Tucson, Arizona
Tenant: AST Revolution, LLC

These Rules & Regulations have been adopted by County in order to set forth standards of conduct that will allow all tenants to enjoy a professional working environment that is compatible with the general character of the building. County reserves the right to make amendments and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and shall not be construed to modify or amend any of the terms, covenants, or agreements and conditions of a tenant's lease. Each tenant shall be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a tenant. Such waiver shall not be construed as a waiver for any other tenant, nor shall it prevent County from enforcing the same against any or all other tenants. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation shall not give any tenant the right to enforce same against another Building occupant. Any concerns about violations of the Rules and Regulations should be addressed to the Building Manager's office or to such other place as County may designate from time to time.

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the inside of the Building without the prior written consent of County. County shall have the right to remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs must be placed or affixed on the wall adjacent to Tenant's entry doors. All approved signs shall be printed, painted, inscribed, affixed or removed at the expense of Tenant by a person approved by County. All walls or other structures where Tenant's signs have been affixed or attached must be restored to their original condition at Tenant's expense after removal of such signs.

2. Tenant shall not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Premises, nor shall Tenant cause any window in the Premises to be color treated.

3. The sidewalks, exits and entrances, shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises.

4. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of County, which will not be unreasonably withheld. County shall have no obligation to open Tenant's Premises due to the loss of keys by Tenant. All requests to open Tenant's Premises to guests or employees must be made by Tenant to County. If Tenant needs to have its leased Premises rekeyed for any reason, Tenant shall use the County's authorized building locksmith. Any rekeying shall keep the applicable lock on the existing building master keyway. Tenant shall bear the entire cost of rekeying, unless the rekeying is requested by County. Any installation or repair of specialty locks shall be at Tenant's expense. Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.

5. The plumbing facilities shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant whose employee, agent or invitee shall have caused it.

6. Tenant shall not deface the Premises or any part thereof. Tenant will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of County. County may require design drawings, specifications and/or weight load structural tests prior to granting approval for any rooftop installation. Tenant shall bear the entire expense of any drawings or tests to be submitted to County for approval.

7. All moving of furniture, freight, equipment or any other items into or out of the Building shall be done at such time and in such manner as County will designate and considers the schedule of the other Building occupant. Any damage to the doors, frames, walls or ceilings caused by Tenant or Tenant's invitees or moving contractors will be repaired at Tenant's expense to County's satisfaction.

8. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to the County or the other occupant of the Building by reason of noise, odors and/or vibrations, or that would interfere in any way with the other Building occupant or those having business therein. No animals shall be brought in or kept in or about the Premises or the Building except service animals.

9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by County.

10. Tenant acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Premises for Fire Code compliance and fire, sprinkler, and alarm testing. Tenant, and its employees, contractors and invitees shall comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. Tenant shall distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building or Premises, Tenant must take immediate and prudent actions to evacuate its employees, or guests from the Building or Premises through designated exits as posted by County. Tenant shall notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Premises. Tenant is responsible for notifying the County in writing of any changes to such assignments. Each Tenant will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.

11. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.

12. Outside of Business Hours, Tenant and its employees may access the Building or the Premises by using keys assigned by County. The County shall in no case be liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of invasion, mob, fire

alarm, bomb threat, riot, public excitement, or other commotion, County reserves the right to prevent access to the Building or Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the Building or Premises occupants and the protection of the Building Or Premises.

13. County reserves the right to exclude or expel from the Building any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of County.

14. County reserves the right, in its sole discretion, to increase security personnel, equipment and related services for the Property, Building and Premises. Each Tenant will be responsible for its share of costs associated with additional security.

15. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.

16. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.

17. County shall have the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, in such manner as County deems best for the benefit and safety of the Building occupants generally.

18. All entrance doors in the Premises shall be locked when the Premises are not in use. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.

19. All exterior areas adjacent to the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place or permit any obstruction or merchandise in such areas.

20. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials outside of the Premises except in County approved bike storage racks/ facilities or refuse containers.

21. Upon the termination of the tenancy, Tenant shall deliver to County all keys to the Premises and security access cards for the Building that have been furnished to Tenant.

22. No electrical cooking appliances of any type other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Premises.

23. No space heaters, floor fans or floor lamps are allowed at any time in the Premises.

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number C 3.18

Purpose:

Smoking and the use of tobacco-related products are a major cause of preventable disease and death. As a leading employer and health proponent, Pima County is committed to the promotion of health, wellness, and the prevention/treatment of diseases. Pima County also serves as a model for the public, influencing attitudes about smoking and the dangers of tobacco and vape products. The purpose of this policy is to create tobacco and vape-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

Background:

As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco and vape-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco and vape-free policy is the natural continuance of those efforts.

Policy:

It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees and the general public.

The Board of Supervisors prohibits the use of tobacco and vape products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

Definitions:

Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

Vape (or Vaping Device) is a piece of equipment used for inhaling vapor that may contain nicotine, flavoring, and/or other substances.

Compliance:

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco and Vape-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to premises or facilities by said visitor or vendor.

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco and Vape-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco and Vape-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco and Vape-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

References:

Smoke-Free Arizona Act, A.R.S. § 36-601.01
Pima County Ordinance, Chapter 2.12
Pima County Code, Section 8.50

Adopted Date:	November 13, 2012
Revised Date:	November 15, 2022
Effective Date:	November 15, 2022

Website:
http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Clerk%20of%20the%20Board/Policies/C3-18.pdf

<u>EXHIBIT F (5 pages)</u>

WORK LETTER AGREEMENT

This Work Letter Agreement (this "**Work Letter**") supplements that certain Lease Agreement (the "**Lease**") executed on September 16, 2025, between **PIMA COUNTY**, a political subdivision of the State of Arizona, as Landlord, and **AST REVOLUTION, LLC.**, a Delaware limited liability company, as Tenant, which relates to the Leased Property described in the Lease. All capitalized terms used and not specifically defined herein shall have the same meanings set forth in the Lease.

1. **Tenant's Work**. TENANT SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE PERFORMANCE AND COMPLETION OF TENANT'S WORK, INCLUDING, WITHOUT LIMITATION, ALL COSTS RELATED THERETO. TENANT'S WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS.

a. <u>Tenant's Contractor</u>. Prior to commencement of construction of Tenant's Work, Tenant shall enter into a construction contract with __________________________("**Contractor**"). Tenant shall be solely responsible for causing Tenant's Work to be performed by Contractor and any and all subcontractors, suppliers and the like performing services or providing materials for Tenant and/or Contractor.

b. <u>Contractor's Agreement</u>. All of Tenant's contractors, including, without limitation, Contractor (as defined in the Work Letter) and any sub-contractors, constructing any alterations, improvements (including Tenant's Work), additions, utility installations upon the Leased Property, the Premises or any portion thereof, or removing any improvements or fixtures from the Leased Property or the Premises shall sign a "Contractor's Agreement" in the form attached hereto as **Exhibit F**, to be provided to Landlord prior to commencement of any such work. All such contractors and subcontractors shall licensed, bonded and in good standing with the Arizona Registrar of Contractors. Contractor(s)/sub-contractor(s) who do not currently have a certificate of insurance on file with Landlord shall provide Landlord with a certificate of insurance in which the commercial general liability coverage shall not be less than $1,000,000, combined single limit, naming Landlord and such additional parties as Landlord may determine as additional insureds. It shall be the obligation of Tenant to provide Landlord with a copy of its certificate of occupancy on or prior to the Construction Completion Date.

c. <u>Construction Documents</u>. Tenant shall provide to Landlord for Landlord's approval a draft set of complete construction plans, specifications and documents (the "**Draft Tenant Construction Documents**") ready for permitting for the construction of Tenant's Work. The Draft Tenant Construction Documents shall clearly indicate the location of all access points for the Leased Property, all utilities to be brought onto the Leased Property (including, without limitation, the location and dimensions of any easements proposed therefor), the size and location of all buildings to be constructed or located upon the Leased Property and all interior plans for such buildings and improvements, including partitions, fixtures, electrical components, mechanical components, and restroom(s) required for the finish of the Premises. Landlord shall have 30 days to respond to the Draft Tenant Construction Documents and either approve such documents or provide requested revisions thereto. If applicable, Tenant shall thereafter have 10 days to revise such Draft Tenant Construction Documents based on Landlord's requested revisions. Upon Landlord and Tenant's agreement on the Draft Tenant Construction Documents, Tenant shall submit to Landlord four (4) sets of complete construction plans, specification and documents (the "**Tenant Construction Documents**") ready for permitting for the finish of the Premises. Prior to Tenant seeking construction permits for Tenant's Work and/or construction, Tenant shall provide written notice thereof to Landlord and Landlord will provide Tenant with a letter releasing Tenant to permitting or initiation of construction, as the case may be. All permits for Tenant's Work will be obtained by Tenant and its sole cost and expense. Notwithstanding the foregoing or anything to the contrary set forth in this Work Letter or the Lease, any easement which may be necessary or desirable for the performance of Tenant's Work or the operation of the Premises may only be granted by Landlord, which easements shall be upon such terms and conditions, benefit such third parties and be in such locations as Landlord may determine in its sole but reasonable discretion.

d. Construction Schedule. Prior to commencement of construction of any Tenant's Work, Tenant shall furnish to Landlord in writing a schedule setting forth projected completion dates and copies of all permits for the Improvements.

e. Changes in Tenant's Work. Should Tenant desire to make any changes to the Tenant Construction or should changes be required by any governmental agency (other than Landlord), such changes and the costs thereof shall be forwarded to Landlord for prompt approval (which approval shall not be unreasonably withheld, conditioned or delayed) prior to incorporation into Tenant's Work. After Landlord's approval of the changes and the costs thereof, the changes shall be incorporated into the Tenant Construction Documents by means of a change order. If any change in the Tenant Construction Documents allowed by the terms of this Section 1(e) is made, references to the Tenant Construction Documents and Tenant's Work in this Work Letter and the Lease shall be deemed to mean the Tenant Construction Documents and Tenant's Work as amended to include such change. If Tenant provided Landlord with notice of a change and cost as provided for herein and Landlord does not object to such changes within 10 days of Tenant providing such notice, Landlord will be deemed to have accepted such change.

f. Prosecution of Tenant's Work. Following Landlord's approval of the Tenant Construction Documents and Tenant's receipt of all permits required for Tenant's Work, Tenant shall direct Contractor and its subcontractors to immediately commence and diligently pursue construction of Tenant's Work. All Tenant's Work shall be performed diligently, in a first-class, workmanlike manner and in accordance with all applicable laws and recorded private covenants, conditions and restrictions affecting the Leased Property. Prior to commencing Tenant's Work, Tenant shall furnish Landlord with: (i) sufficient evidence that Tenant, Contractor and, as applicable, all subcontractors are carrying such insurance coverage as is required under the Lease and all other insurance reasonably required by Landlord or its lender; and (ii) a Contractor's agreement executed by each contractor, subcontractor, sub-subcontractor or other party performing any portion of Tenant's Work, including, without limitation, Contractor. Landlord shall have the right to enter the Leased Property at all times to inspect the work. Tenant shall ensure lien-free completion of the Tenant's Work, and Tenant shall comply with all provisions of the Lease regarding liens.

2. **General Building Requirements.**

a. Permits. Tenant will obtain all permits for Tenant's Work and a certificate of occupancy (or equivalent certificate) from the applicable governmental agencies or authorities for the Premises prior to occupancy.

b. Utilities. Tenant shall cause all water, sewage, natural gas, electricity, and other utility services for the Premises (collectively, "**Utilities**") to be separately metered. All costs of construction and providing Utilities to the Leased Property and the Premises shall be borne by Tenant.

c. Workmanship. All Tenant's Work and other work performed in connection with the Premises shall comply and be in accordance with local, state and national codes in effect at the time of such work. All work done by Tenant shall be executed in a good and workmanship like manner, using all new, first quality materials.

d. County Inspection. Landlord and its representatives will, at all times and upon reasonable advance notice, be entitled to enter upon the Leased Property and the Premises and inspect Tenant's Work. This provision will not create any obligation on Landlord to conduct any such inspection, however.

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