COB - BOSAIR FORM

10/15/2025 4:28 PM (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: PO FM PO2500033237

Award Type:	Contract
Is a Board Meeting Date Requested?	Yes
Requested Board Meeting Date:	11/04/2025
Signature Only:	NO
Procurement Director Award / Delegated Award:	• N/A
Supplier / Customer / Grantor / Subrecipient:	Jumbo Property Group, LLC
Project Title / Description:	Lease agreement PACC for Suite 140 located at 7225 E. Broadway
Purpose:	Create a 3-year Lease for a satellite adoption center on the east side of Tucson for Pima County Animal Care Center. Friends of PACC has provided a donation to PACC, sufficient to fund the lease payments, tenant improvements, design and planning fees, staffing, supplies, common area and other related maintenance expenses for this project.
Procurement Method:	Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	Exempt Per Section 11.04.20.
Program Goals/Predicted Outcomes:	To create a satellite location on the east side of Tucson for the purpose of pet accommodation and care, pet adoption, and other related services, which include, but are not limited to, the retail sale of pet-related supplies and care products, administrative offices, themed pet adoption events and special events.
Public Benefit and Impact:	A second location more accessible to the general public. Reduction in population at existing PACC location.
Budget Pillar	• N/A
Support of Prosperity Initiative:	N/A

TO: COB, 10/21/2025 (1)
VERSION: 0
PAGES: 39

Provide information that explains how this activity supports the selected Prosperity Initiative	N/A
Metrics Available to Measure Performance:	Increase in pet adoption. Reduction in housing needs for animals. Ease pressure on existing PACC facilities. Easy access to services.
Retroactive:	NO

Contract / Award Information

Record Number: PO FM PO2500033237

Document Type:	PO
Department Code:	FM
Contract Number:	PO2500033237
Commencement Date:	11/15/2025
Termination Date:	02/14/2029

Total Expense Amount:

$416,079.25

Total Revenue Amount:

$0.00

Funding Source Name(s) Required:	Friends of PACC
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:	520-724-8230
Add Procurement Department Signatures	No

Add GMI Department Signatures No

Department Director Signature: DocuSigned by: Tony Cisneros 2FD987FF1D444D9... Date: 10/15/2025

Deputy County Administrator Signature: Date: 10-16-2025

County Administrator Signature: Date: 10/16/25

Pima County Department of Facilities Management

Project: Lease agreement PACC for Suite 140 located at 7225 E. Broadway

Contractor: Jumbo Property Group, LLC

Amount: $416,079.25

Contract No.: PO2500033237

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**County**" or "**Tenant**"), and JUMBO PROPERTY GROUP, LLC, an Arizona limited liability company ("**Landlord**"). Each individually a "**Party**" and collectively the "**Parties.**"

1. **Background and Purpose**.

   1.1. Landlord owns a building (the "**Building**") located at 7225 E. Broadway Blvd, Tucson, AZ 85710, which is part of the commercial approximately 68,903 rentable square foot shopping center just East of the Northeast corner of Broadway Blvd. and Kolb Rd. in Tucson, AZ ("**Project**"). The Project has multiple tenants.

   1.2. The Project has, associated with it, areas outside the Premises and within the exterior boundary lines of the Project which are available for the common use of occupants of the Project and which are not leased or held for the exclusive use of County or other tenants, including but not limited to, parking areas, driveways, access roads, curbs, dumpsters, truck ways, roof (excluding roof membrane), delivery passages, sidewalks, ramps, landscaped and planted areas, exterior stairways, pedestrian passageways, retaining walls, monument/pylon signage, common restrooms (if any) not located within the Premises (as defined below), entrances and exits, and other areas, buildings and improvements provided by Landlord for the common use of Landlord, County, all Project occupants and their respective invitees and licensees (collectively, the "**Common Areas**"). Building is situated on Tax Parcel #133-22-471B (the "**Property**"). The Building and Parcel are shown on **Exhibit A** attached hereto.

   1.3. Pima County Animal Care Center ("**PACC**") desires to create a satellite pet adoption center on the east side of Tucson to facilitate the housing, care, and adoption of animals. The Lease will be executed by Pima County, however the Friends of PACC ("**FOP**") Board of Directors has approved specific funding for expenses associated with the adoption satellite project, including lease payments, tenant improvements, design and planning fees, staffing, and supplies. The support agreement from FOP, is incorporated herein and shown in **Exhibit G**.

1.4. Landlord desires to Lease to County and County desires to Lease from Landlord, under the terms and conditions contained herein.

2. **Lease/Premises**.

2.1. **Lease**. In consideration of rent monies and all terms and conditions herein, Landlord hereby lets to County and County hereby leases from Landlord, the space within the Building located at 7225 E. Broadway Blvd, Suite #140, Tucson, AZ 85710 as identified on the attached **Exhibit B**, consisting of approximately 5,382 rentable square feet (the "**Premises**"). In addition, County will have the right to use the Common Areas on a non-exclusive basis together with other occupants of the Project, including the Building, subject to the Project Rules and Regulations attached hereto as **Exhibit E**. County's employees will have the right to utilize the parking lot (excepting those spaces that designated exclusive parking for other occupants of the Building or their invitees), shown in **Exhibit C,** on a non-exclusive and non-reserved basis, in common with other Building occupants and Project visitors.

3. **Term**. The initial term of this Lease will be for a period of 39 months (the "**Initial Term**") beginning on November 15, 2025, (the "**Commencement Date**" or "**Delivery Date**") and ending on February 14, 2029 (the "**Termination Date**").

4. **Option to Extend**. Provided that County is not in default under the Lease at the time of the Exercise of the Extension Option (hereinafter defined), County shall have the option (the "**Extension Option**") to extend the Initial Term of the Lease for one additional 2-year period (the "**Extension Term**"), by providing written notice to the Landlord of County's desire to exercise its option to extend, not less than 6 months prior to Termination Date. "**Term**" means the Initial Term and any Extension Term exercised by County.

4.1. If County properly and timely exercises the Extension Option, County will prepare an amendment (the "**Amendment**") to reflect any mutually agreed upon changes, if any, in the Base Rent, Term, Expiration Date and other appropriate terms and conditions, and Landlord will execute and return the Amendment to County within 15 days after Landlord's receipt of Amendment. If no changes are mutually agreed upon, the terms and conditions of the Lease, except for the ending date of the Term and the Base Rent, which will be as scheduled in Section 5.4, will remain the same during all Extension Term.

5. **Rent.** County will pay to Landlord Base Rent plus County's Proportional Share of common area maintenance expenses ("**CAM Expenses**"), as set forth in Section 6 below.

5.1. **Rent Commencement/Fixturization Period**. County will have a period of 3 months from the Delivery Date, November 15, 2025 through February 15, 2026, (the "**Fixturization Period**") to complete County improvements as described at Section 8 below. During the Fixturization Period County will pay separately metered Utilities only. Regardless of whether County has completed its improvements, County will commence payment of Monthly Base Rent and its proportional share of CAM Expenses on February 15, 2026, (the "**Rent Commencement Date**"). Should County complete the improvements before February 15, 2026 and is able to open its doors to the public for business, then County will inform Landlord it is open to the public, and Rent Commencement Date will be on that earlier date. For the purposes of this Lease, a Lease year will be defined as the period commencing on the Rent Commencement Date and continuing for the following 12 consecutive months ("**Lease Year**"). Subsequent consecutive 12-month periods define the second and third Lease Years.

5.2. **Rentable Square Footage.** The rentable square footage of the Premises is approximately 5,382 rentable square feet ("**RSF**").

5.3. **Annual Escalation.** On the 1st anniversary of the Rent Commencement Date and every twelve (12) months thereafter (including during any Extension Term, if exercised), Base Rent will increase by 3%.

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

Lease Year	**Annual Base Rent**	**Monthly Payment**
November 15, 2025 – February 14, 2026	$0.00	$0.00
February 15, 2026 – February 14, 2027	$80,730.00	$6,727.50
February 15, 2027 – February 14, 2028	$83,151.90	$6,929.33
February 15, 2028 – February 14, 2029	$85,627.62	$7,135.64

Extension Term (if exercised)

Lease Year	**Annual Base Rent**	**Monthly Payment**
February 15, 2029 – February 14, 2030	$88,210.98	$7,350.92
February 15, 2030 – February 14, 2031	$90,848.16	$7,570.68

5.5. **Payment of Rent.** County will pay Rent in advance, in equal monthly installments on or before the Rent Commencement Date and the first day of each month thereafter during the Term, except that the first and last payments will be prorated if TIs are completed and County is open to the public prior to the Rent Commencement Date. Rent must be delivered to 6298 E. Grant Road #100, Tucson, AZ 85712.

5.6. **Move-in.** County will have possession of the Premises commencing on the Delivery Date to facilitate technology transfer (phone and computer systems) and installation of County's fixtures and equipment, at County's sole cost and expense. County, at County's sole cost and expense, will be responsible for moving its personal property (including furnishings, fixtures, cameras, phones, computers and office equipment) into the Premises, installing any fixtures as necessary, and bearing all expenses associated with move-in. County will, with the assistance of the Landlord, coordinate its move-in with other Building occupants, to minimize any disruption as much as reasonably possible.

6. **Common Area Maintenance Expenses / Proportional Share.** In addition to the Base Rent set forth above, County will pay to Landlord County's proportional share of CAM Expenses calculated by dividing the leasable area of the Premises set forth in Section 2.1 hereof by the gross leasable area of the Project set forth in Section 1.1, which Proportional Share expressed as a percentage is equal to 7.81% ("**Proportional Share**"). With the exception of expenses which County is responsible for and will pay directly and which Landlord is responsible and will pay directly, and expenses specifically included in Section 6.2.1 below, "**CAM Expenses**" means all reasonable direct costs and expenses necessary for Landlord with respect to the ownership, operation, and maintenance of the Building and Common Areas including, but not limited to, the costs and expenses of any: Real Estate Taxes (hereinafter defined); parking areas and driveways maintenance, repair, and necessary replacements (including striping, seal coating, and paving); maintenance and repair of Building exterior (including painting, re-painting, and graffiti removal); repair and maintenance of the roof (excluding capital repairs and replacements); fire sprinklers and fire protection system monitoring, maintenance and repair and necessary replacements; backflow maintenance and repair and necessary replacements; security services for the Building and Common Areas; exterior lighting; utilities (including electrical, water and sewer charges), sweeping, trash, refuse, and recycling collection; insurance premiums; landscaping maintenance; except as excluded in Section 6.2.1(xiii) hereof, wages, salaries, fees, fringe benefits, and any other forms of compensation of all persons engaged in the operation, maintenance or security of the Building and Common Areas, provided, that if any employees of Landlord provide services for more than one property, then a prorated portion of such shall be included in CAM Expenses based on the portion of their working time devoted to the Property; and an administrative/property management fee ("**Admin Fee**") not to exceed 4% of the Project's gross receipts. CAM Expenses will not include the cost of capital improvements. CAM Expenses do not include repair or maintenance of structural elements, including foundations, walls, and capital repairs and replacements to

the roof (including roof membrane) which Landlord will pay for directly. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Expenses, provided that in no event shall Landlord recover any CAM Expense item more than once.

6.1. **CAM Expenses Fixed in Year 1**. CAM Expenses will be fixed at a rate of $1,695.33/month for the first 12 months of the Lease Term beginning on the Rent Commencement Date. Thereafter, Landlord may adjust the estimated CAM Expenses payable by County in accordance with budgeted and actual CAM Expenses. Landlord will provide County with an estimate of monthly CAM Expenses and County's Proportional Share of the estimated CAM Expenses and County will pay this amount in addition to its Base Rent, and applicable rental tax thereon.

6.2. **Estimated CAM Expenses and Payment of Proportional Share.** Beginning on the Rent Commencement Date and on the first day of each month thereafter, County will pay Proportional Share of the CAM Expenses specified in Section 6.1, subject to Section 6.4 below. Beginning on the 13th month after the Rent Commencement Date, Landlord will provide an annual estimate of the CAM Expenses and County will pay 1/12th of the estimated annual CAM Expenses each month during the Term. Landlord will advise County from time to time of this estimated amount and County will pay that amount on a monthly basis, without demand or offset, until such time as Landlord advises County of any new estimate.

6.2.1. CAM Expenses shall specifically exclude the following costs and expenses that may be incurred by Landlord:

i) Transfer taxes, gains, inheritance, estate, occupancy, succession, gift, corporation, unincorporated business, gross receipts, franchise, income taxes imposed on Landlord;

ii) The costs of complying with any Laws enacted prior to the Rent Commencement Date;

iii) Any costs incurred in connection with the original design, construction, and landscaping of the Building and any correction of defects in design or construction, or both, of the Building, including replacement of defective equipment;

iv) Any costs or expenses related to the compliance with environmental Laws and/or the monitoring, testing, removal, cleaning, abatement, or remediation of any Hazardous Substances in or about the Building, including, without limitation, Hazardous Substances in the ground water or soil to the extent present on, before, or after the Commencement Date caused by the acts or omissions of Landlord or any other person, agent, employee, invitee, or entity except Tenant;

v) Any fines, costs, late charges, liquidated damages, penalties, tax penalties, or related interest charges imposed on Landlord or Landlord's managing agent; Any fees relating to: (a) disputes with tenants, prospective tenants, or other occupants of the Building, including lease takeover or lease take back costs; (b) disputes between Landlord and members, partners, or affiliates of Landlord; (c) disputes with purchasers, prospective purchasers, Mortgagees, or prospective Mortgagees of the Building or any part thereof; or (d) negotiations of leases, mortgages, or other security instruments, contracts of sales, or transfers of all or any portion of the Building or any interest therein by any person of any tier owning an interest therein;

vi) Any reserves of any kind;

vii) Expenses in connection with services or other benefits which are provided directly and exclusively to another tenant or occupant of the Building or Project and that do not benefit Tenant;

viii) Expenses for repairs, replacements, and general maintenance of portions of the Building which are paid by proceeds of insurance or by Tenant or other third parties;

ix) Alterations attributable solely to tenants of the Building other than Tenant;

x) Interest, amortization, or other payments on loans made to Landlord, whether secured or unsecured, secured loan amortization and interest, costs relating to acquiring or negotiating equity contributions, costs and charges incurred in obtaining any public or private financing, refinancing, or loan modifications including but not limited to any prepayment penalty incurred, irrespective of whether the prepayment was voluntary or involuntary;

xi) Depreciation of the Building;

xii) Leasing commissions; Any costs relating to the marketing, solicitation, negotiation, and execution of leases of space in the Building, including, without limitation, promotional and advertising expenses, commissions, finders' fees, referral fees, legal fees and expenses relating to the negotiation and preparation of any lease, sublease, or other occupancy document, tenant improvement costs for tenant or other occupant space, the amount of any allowances or credits paid or granted to tenants or other occupants of any such design or construction, and all other costs of alterations of space in the Building leased to or occupied by other tenants or occupants; Capital repairs and Capital improvements made to the Building except as may otherwise be allowed under this Lease;

xiii) Wages, salaries, fees, fringe benefits, and any other forms of compensation paid to any executive employee of Landlord and/or Landlord's managing entities or partners above the grade of building manager, as such term is commonly understood in the property management industry; provided, however, all wages, salaries, and other compensation otherwise allowed to be included in CAM Expenses shall also exclude any portion of such costs related to any employee's time devoted to other efforts unrelated to the upkeep, maintenance, accounting, management, and operation of the Building;

xiv) Any amount paid by Landlord or Landlord's managing agent to a subsidiary or affiliate of Landlord or Landlord's managing agent, or to any party for management or other services to the Building, or for supplies or other materials, to the extent the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies, or materials been provided by parties unaffiliated with Landlord or Landlord's managing agent on an arm's length basis;

xv) Management fees for the Building, except for the Admin Fee which shall be reimbursable;

xvi) General corporate overhead for Landlord and Landlord's managing agent;

xvii) Costs incurred by Landlord resulting from Landlord's or another tenant's breach of the Lease, Landlord's negligence or willful misconduct, or Landlord's indemnification of any tenant of the Building pursuant to the provisions of such tenant's lease.

6.3. **Reconciliation/Audit.** Annually during the Term and any Extension Term, Landlord will give to County, within 90 days after the close of County fiscal year end (June 30), a detailed itemized statement, with supporting documentation, reconciling County's Proportional Share of estimated CAM Expenses paid with actual CAM Expenses incurred by Landlord ("**Reconciliation Statement**") for the prior Lease Year. In addition, County will be entitled, upon reasonable advance (not less than 2 business days in advance) written notice to Landlord, to inspect or audit, at County's expense, Landlord's books and records to verify the amount of CAM Expenses. If such a reconciliation or audit reveals that County has underpaid, County will pay any additional amounts due within 30 days of receipt of the statement or completion of the audit; if County has overpaid, County will receive a credit in the amount of the overpayment against subsequent CAM Expense payments due hereunder. Such audit must be initiated within 12 months after County's receipt of the Reconciliation Statement for the reconciliation period being audited or County shall be deemed to have waived its right to audit the matters contained in such Reconciliation Statement.

6.4. **CAM Expense Cap**. For the purposes of computing County's Proportional Share of CAM Expenses, CAM Expenses shall not increase by more than ten percent (10%) on a year over year basis, during the Term ("**CAM Cap**"). CAM Expenses in Lease Year 1 are fixed at $20,343.96. For each Lease year, County will not pay CAM Expenses in excess of the CAM Cap as shown in the table below. Upon annual reconciliation of CAM Expenses for a Lease Year, if actual CAM Expenses are less than the CAM Cap, County will pay the actual CAM Expenses.

Lease Year	Annual CAM Cap
Lease Year 1 Feb 15, 2026-Feb 14, 2027	**$20,343.96**
Lease Year 2 Feb 15, 2027-Feb 14, 2028	**$22,378.36**
Lease Year 3 Feb 15, 2028-Feb 14, 2029	**$24,616.19**
Lease Year 4 Feb 15, 2029-Feb 14, 2030	**$27,077.81**
Lease Year 5 Feb 15, 2030-Feb 14, 2031	**$29,785.59**

7. **Delivery; Acceptance of the Premises.** Upon mutual execution of this Agreement and Landlord's receipt of Tenant's certificates of insurance, evidencing compliance with the insurance requirements pursuant to **Section 21** of this Lease, or evidence from County that it may self-insure, except for HVAC replacement project described in Section 15.2, Landlord will deliver possession of the Premises in its **AS IS, WHERE IS** current condition with all existing Building systems (existing HVAC, plumbing, mechanical and lighting systems) serving the Premises in good working condition and the County will accept the Premises in said condition, subject and subordinate to that certain Temporary Space License Agreement dated as of July 3, 2025 (the "**Temporary License Agreement**") by and between Landlord and Erin Christiansen ("**Licensee**").

7.1. County acknowledges that the Temporary License Agreement was executed prior to the date of this Lease and Licensee will utilize the Premises for a Halloween fundraising event for the benefit PACC. The term of the Temporary License Agreement expires on November 1, 2025.

8. **Tenant Improvements.**

8.1. It is County's intent to make, construct, and install leasehold improvements to the Premises to adapt the Premises to the Permitted Use described in Section 10, at County's sole cost and expense, subject to the TI Allowance (hereinafter defined). These improvements will be referred to as ("**TIs**").

8.2. **Plans.** County will, at County's expense, develop plans and specifications necessary for permitting and constructing the TIs (the "**Plans**"), and will award a contract for construction of TIs to a licensed contractor or contractors chosen and approved by County, or at County's sole discretion complete the TIs with County's own workforce or "shops". Plans will be submitted to Landlord for Landlord's review and approval, which will not be unreasonably withheld or delayed. If Landlord has not provided County with explicit, commercially reasonable objections or comments to the Plans within 10 calendar days of receipt, the Landlord will be deemed to have approved the Plans. Landlord's right to review plans and specifications under this Section 8 will be solely for its own benefit, and Landlord will have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations.

8.3. **Construction.** County will construct, or cause to be constructed, the TIs in a good and workmanlike manner, according to the Plans approved by Landlord pursuant to Section 8.2. All construction work for the TIs will be permitted by the City, prepared by a licensed architect (if required by City code) in accordance any applicable municipal codes, at County's expense.

8.4. **Liens.** County will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the TIs, and will not permit any liens to attach to the Premises or any interest therein. Should any lien or claim of lien be filed against the Premises or any portion of the Project by reason of any or omission of County or its agents, then County shall cause the same to be cancelled and discharged of record by bond or otherwise within thirty (30) days after County receives notice of the filing thereof. Should County fail to discharge the lien within such 30-day period, then Landlord may discharge the lien, at County's cost. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all reasonable legal costs and other reasonable out-of-pocket expenses incurred by Landlord in connection with said discharge or otherwise in connection with the defense of a claim under this Section 8.4, shall be additional Rent payable thirty (30) days after written demand by Landlord accompanied by reasonable supporting documentation.

8.5. **Improvement Allowance.** In lieu of performing any work in or upon the Premises, Landlord will pay County a one-time tenant improvement allowance in the maximum amount of $53,820.00 ("**TI Allowance**"). Provided at the time of request for disbursement, County is not in default of this Lease beyond any applicable notice and cure periods, TI Allowance will be paid to the County within 10 days after satisfaction of all of the following conditions: (i) County opens its doors to the Public for business, and (ii) County provides to Landlord copies of final, unconditional lien waivers from any and all contractors, subcontractors, and vendors that supplied work, labor, and/or materials in and to the Premises.

8.6. **Noise Reduction**. For the purposes of reasonably minimizing animal noise along the east demising wall of the Premises, County agrees during the Term, to use the rooms along the east side of the Premises as administrative offices, storage, and/or kitten/cat accommodations. If needed, County may, at its own expense, as part of TIs, install a door in the opening at the entry to the east side hallway to further "soundproof" the Premises.

8.7. **Removal of County Improvements**. With Landlord's advance approval, at the expiration of this Lease, or earlier termination for any cause herein provided for, County may leave TIs in place and those TIs will become the property of the Landlord.

9. **Termination Fee**. Due to the nature of the funding for this Lease described in Section 1.3, during the Term, provided that County is not in default under this Lease beyond any applicable notice and cure periods at the time of exercise, County shall have the option to terminate the Lease (the "**Early Termination Option**") provided County pays a termination fee and reimburses Landlord for the TI Allowance as further set forth herein. If County terminates the Lease within the time period of November 15,2025-February 14, 2027, County will pay Landlord an "**Early Termination Amount**" equal to $80,730.00, which amount is equal to the sum of a termination fee equal to $26,910.00 (which amount is equal to 4 months' Base Rent) ("**Termination Fee**") plus 100% of the TI Allowance reimbursed to Tenant by Landlord pursuant to Section 8.5 hereof. Should County Terminate the Lease within the time period of February 15, 2027-February 14, 2028, County will pay to Landlord Early Termination Amount equal to $74,607.99, which amount is equal to the sum of a Termination Fee equal to $20,787.99 (which amount is 3 months' Base Rent) plus 100% of the Landlord's TI Allowance reimbursed to Tenant by Landlord pursuant to Section 8.5 hereof. If County terminates the Lease within the period of February 15, 2028-February 14, 2029, County will pay Landlord a termination fee equal to two 2 months' Base Rent or $14,271.28. No TI Allowance will be paid after February 14, 2028. County may exercise the Early Termination Option upon 90-day advance written notice to Landlord during the first 27 months of the Term (see table below). If County properly exercises the Early Termination Option and pays the applicable Early Termination Amount to Landlord, then the Lease shall terminate on the date that is 90 days after Landlord receives written notice of exercise of the Early Termination Option, and the applicable Early Termination Payment in full and Tenant has vacated the Premises, and County shall pay all Rent, CAM Expenses, and any applicable rental tax until such date the Lease terminates. County may exercise the Early Termination Option upon 180-day advance written notice to Landlord any time after February 14, 2028 and during any Extension Term, and County shall pay all Rent, CAM Expenses, and any applicable rental tax until such date the Lease terminates. If County properly exercises the Early Termination Option during months 28-39 and pays the applicable Early Termination Amount to Landlord, then the Lease shall terminate on the date that is 180 days after Landlord receives written notice of exercise of the Early Termination Option and the applicable Early Termination Payment in full and Tenant vacates the Premises, and County shall pay all Rent, CAM Expenses, and any applicable rental tax until such date the Lease terminates. If County properly exercises the Early Termination Option during Extension Term (if exercised) by providing at least 180 days

advance written notice, no Early Termination Amount will be payable, and the Lease shall terminate on the date that is 180 days after Landlord receives written notice of exercise of the Early Termination Option and Tenant vacates the Premises, and County shall pay all Rent, CAM Expenses, and any applicable rental tax until such date the Lease terminates. Upon such termination, County shall surrender the Premises to Landlord in the condition required under Section 27. In all cases the Early Termination Amount is predicated on the actual Date Tenant vacates the Premises and pays the appropriate Early Termination Amount.

For clarity, the schedule of the Termination Fee payable and required notice by County is as follows:

Initial Lease Term Period (Months)	**Advance Notice Required**	**Termination Fee**	**+ TI Allowance**	**= Early Termination Payment Amount**
1 – 15	90 days	$26,910.00	$53,820.00	$80,730.00
16 – 27	90 days	$20,787.99	$53,820.00	$74,607.99
28 – 39	180 days	$14,271.28	$0.00	$14,271.28
Extension Term (2 years)	180 days	$0.00	$0.00	$0.00

10. **Permitted Use**. The Premises will be used and occupied by County for the purpose of pet accommodation and care, pet adoption, and other related services, which include, but are not limited to, the retail sale of pet-related supplies and care products, administrative offices, themed pet adoption events and special events, which will include the occasional, temporary use of the parking areas adjacent to the Premises ("**Permitted Use**").

Due to the specific nature of the Permitted Use, the following additional covenants and conditions apply:

10.1. County shall coordinate themed and special pet adoption events with other tenants within the Project. County will have the right, with Landlord's prior written approval, which will not be unreasonably withheld, conditioned, or delayed, to occasionally have pet adoption special events, to include the parking areas adjacent to the Premises. For avoidance of doubt, County's occasional use of the parking areas adjacent to the Premises in connection with its Permitted Use, shall not obstruct, in any way, the sidewalks, entry passages, or ingress/egress of other occupants, customers, licensees, and/or invitees of the Project. Landlord shall have the right to require that County discontinue such use if other occupants of the Project raise reasonable objections or if such activities interfere with the use and enjoyment of the Common Areas by other occupants, customers, licensees, and/or invitees of the Project. County will coordinate its use of special pet adoption events with Landlord and the other tenants at the Project.

10.2. Tenant shall cause solid waste to be removed from outdoor exercise areas every five hours at a minimum during time periods when these areas are in use. Tenant shall cause waste generated by animals to be promptly removed and disposed of using odor-reduction containers and materials.

10.3. Animals must be accompanied by a facility employee, visitor, volunteer, or pet owner at all times when outside the building. All walks and exercise periods must take place with the north alley of the Project.

10.4. Outdoor operations are limited to the hours of 6:00 a.m. to 8:00 p.m.

10.5. The average noise level, measured at the property line, shall not exceed 55 dB (one LDN) when measured on an "A weighted" sound level meter.

11. **Prohibited Uses.** County will not use or knowingly permit any portion of the Premises to be used in any way that would constitute a violation of any law, ordinance (including zoning), or governmental regulation or order, or that would constitute a nuisance or waste or would interfere with other users of the Building, the Project, or neighboring properties.

12. **Licensure/Permits**. County, at its cost, will apply for and obtain any license, registration or permit which will be required during the Term by the State of Arizona or any other governmental or regulatory authority and will maintain such license, registration or permit in good standing throughout the Term (collectively, the "**Permits**"). County will have 90 days from the Commencement Date to obtain Permits. County will immediately notify Landlord 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 Landlord.

13. **Common Areas**. The Common Areas will be subject to the control and management of Landlord and Landlord will have the right from time to time to change the appearance of Common Areas or landscaping provided that such activity does not materially interfere with County's operations.

13.1. Due to the nature of the Permitted Use and for safety reasons, if necessary, County may restrict Landlord access to certain areas of the Premises, during specific times or when practicable, and provide Landlord "escorted" access by County personnel. Landlord with adequate written notice to County, will have the right from time to time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and Landlord may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

14. **Furniture, Fixtures and Equipment.** County may use any and all Landlord-owned FF&E present within the Premises as of the Delivery Date, provided, however, Landlord shall have no obligation to provide County with any FF&E.

14.1. Any furniture, trade fixtures, and equipment ("**Tenant FF&E**") paid for and installed in the Premises by County will remain the property of the County and may be removed at any time during the Term provided County restores the Premises to its original condition prior to Tenant FF&E installation and repair any damage to the Premises occasioned by such installation/removal at County's sole cost and expense. Upon expiration or early termination of the Lease, with Landlord's advance approval, County may leave said items in place and they will become the property of the Landlord. County will maintain all Tenant FF&E provided and installed by County at County's sole cost and expense. All Tenant FF&E which may at any time be in the Premises shall be at County's sole risk, or at the risk of those claiming under County.

15. **Maintenance and Repair.**

15.1. **County Responsibilities.** Subject to Section 15.2 concerning HVAC replacement, and Section 33 of this Lease concerning damage resulting from a casualty, and except for any damage caused by the Landlord or its agents, County, at County's sole cost and expense, shall keep and maintain the Premises, including, without limitation, interior walls, store fronts, plate glass windows, doors, door closure devices, window and door frames, window and floor coverings, ceilings, plumbing fixtures, locks and hardware and painting or other treatment of interior walls, utility meters, pipes and conduits, all plumbing, lighting, electrical and related fixtures and mechanical systems exclusively serving the Premises, and all FF&E located at the Premises, in good, clean and safe condition and shall, at its sole cost and expense, make all needed repairs and replacements thereto (including without limitation replacement of cracked or broken glass).

15.2. **Heating Ventilation Air-conditioning Replacement.** Landlord at its sole cost and expense, agrees to replace, with "like to like" HVAC equipment, the six 4-ton HVAC units serving the Premises ("**HVAC Project**") and provide documentation of completed work which will include "finaled" permits. HVAC Project will be completed no later than the Rent Commencement Date. Landlord will use contractors or subcontractors in good standing with the Arizona Registrar of Contractors. Once HVAC Project is complete and is placed into full service, Landlord will transfer all warranties for newly install equipment to County during the Lease Term.

15.2.1. **HVAC Maintenance and Repair by County.** During the Lease Term (and any Extension Term), County shall, at County's expense, perform preventive maintenance on the HVAC system serving the Premises, as prescribed by the manufacturer, by contracting with a County-approved licensed HVAC Vendor/Supplier or with County Facilities Management "shops". Without limiting the generality of the immediately preceding sentence, County will, at the County's expense: (a) the replacement of all filters in the HVAC system at least quarterly; (b) inspection of the entire HVAC systems at least quarterly;

and (c) cleaning and inspection of valves, belts, and safety controls at least quarterly.

15.3. **Landlord Responsibilities**. Except for any damage caused by or repairs necessitated by the County or their employees, volunteers, contractors, subcontractors, volunteers or invitees, Landlord, at its sole cost and expense, without reimbursement from County through CAM reconciliations, will maintain and repair all of the structural components of the Premises, including but not limited to the roof structure and roof membrane, exterior walls, concrete slab and the exterior electrical and plumbing systems supplying the Premises.

15.3.1. **Common Area Maintenance; Landlord's Control.** Landlord will operate, repair and maintain the Common Areas of the Project, the costs of which shall be subject to reimbursement as CAM Expenses subject to Section 6 herein. The Common Areas shall be subject to Landlord's sole management and control. Landlord reserves the right to construct, maintain, and operate lighting and other facilities, temporary and/or permanent improvements and buildings, equipment and signs on all parts of the Common Area; to increase, reduce or change the number, size, height, layout, or locations of buildings, walks, parking, driveways, entrances, exits, and other Common Areas now or hereafter forming a part of the Project as long as the modifications do not adversely affect access to the Premises; to monitor the Common Area; to restrict parking by Tenants and other occupants of the Project and their employees, agents and invitees; to close temporarily all or any portion of the Common Area to make repairs, changes or to avoid public dedication; to conduct marketing and promotional events from time to time; to discourage or prohibit noncustomer parking; to employ and discharge all personnel with respect to maintenance operations and policing of equipment of said Common Area. Landlord, in its sole discretion, may delegate its rights herein with regard to the Common Area to an independent contractor or management company, which may or may not be an affiliate of Landlord.

15.3.2. **Fire Safety Systems.** Landlord will, at all times have access to any and all Fire Risers and all related fire safety infrastructure present as of the Commencement Date and will be responsible to service, maintain, inspect, and keep in good working order, all existing fire suppression and fire safety systems, the costs of which shall be included as a CAM Expense.

15.3.3. Landlord shall not, except to the extent caused by the culpable negligence or willful misconduct of Landlord, its agents, or employees, be liable for and there shall be no abatement of Rent for (i) any damage to County's property stored on the Premises, (ii) loss of or damage to any property by theft or any other wrongful or illegal act, or (iii) any injury or death to persons or damage to property resulting from fire, explosion, wind, earthquake, steam, gas, electricity, flood, water or rain which may leak from any part of the Building or Property or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Building.

15.4. **County Self-Help.** Notwithstanding anything contained herein to the contrary, if Landlord has not commenced any repair, replacement or maintenance required to be performed by Landlord hereunder within fifteen (15) days after written notice thereof from County, or if so commenced, is not diligently pursuing same to completion, County may "self-help" for repairs and maintenance. County will be operating the facility 24 hours a day, seven days a week. Requests for maintenance and repair services are not limited to normal business hours and may require immediate attention. Therefore, due to the specific nature of this Lease and the Permitted Use, and especially for matters related to occupants' health or safety, if Landlord fails to make or commence any repairs or perform any maintenance of the Premises that Landlord is responsible for under the terms of this Lease within such 15-day period, or if County is unable to contact Landlord or Landlord's designee regarding needed repairs after reasonable attempts to do so (taking into account the nature of the problem), County may cause the repairs to be made and may invoice Landlord for the its actual, out-of-pocket, reasonable, documented cost of such repairs plus a 10% administration fee, if work is performed by the County "shops", or if work is contracted by County through JOCs, the actual cost, or in either case credit repair costs and administration fee against any payments or charges related to this Lease. Landlord shall reimburse County for such costs within thirty (30) days after receipt of invoice accompanied by reasonable supporting documentation.

15.5. **Landlord Self-Help.** If County fails to maintain the Premises in accordance with the provisions of Section 15, then Landlord may, 15 days after providing County written notice of County's failure to make, or commence to make, the necessary repairs, may perform such obligations at County's cost and expense, and County will reimburse Landlord for its actual, out-of-pocket, reasonable, documented cost of such repairs plus a 10% administration fee within 30 days after receipt of invoice.

15.6. **Notification to Landlord.** In the event of a breakdown or needed repairs to the Premises, Common Areas, or equipment associated therewith, for which Landlord is responsible under this Lease, County will notify Landlord or its agent of such breakdowns or needed repairs by contacting Landlord at propertymgmt@larsenbaker.com and Landlord will complete any such repairs within 21 Business Days after notice from the County, provided, if such repairs cannot be concluded with such 21-day period, the date for completion will be extended daily, but only so long as Landlord is diligently and continuously working to complete the requisite repairs.

15.7. **Janitorial**. County, at its sole cost and expense, will contract for and directly pay for, janitorial services to the Premises. As such, these expenses are not part of CAM Expenses.

15.8. **Security**. County may provide, at its own cost and expense, security systems for the Premises and, if necessary, personnel to secure the Premises.

16. **County Damage**. County shall, at County's sole cost and expense, promptly repair any damage done to the Premises by any employee, agent, contractor, invitee, or property of County.

17. **Access / Keys**.

17.1. **Hours of Access**. County will have access to the Premises 24 hours a day, 7 days per week, 365 days per year. County may install and utilize its own access technology to secure the Premises.

17.2. **Keys**. Keys for the Premises will be provided by Landlord to designated County staff. County will pay to Landlord a standard charge of $30.00 for any key that is lost, stolen or damaged and must be replaced by Landlord. As appropriate, County will share any keys/key cards or access technology and controls which Landlord may require. With notice to Landlord, County may re-key the Premises.

17.3. **Landlord Access to the Premises**. Except as outlined in Section 13.1, County will permit Landlord and Landlord's authorized representatives to enter the Premises, with reasonable prior notice, which shall be not less than 72 hours, for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with its obligations under this Lease. Landlord, in the performance of any such work, will cause as little inconvenience, annoyance/ disturbance, or damage to County as is reasonably possible under the circumstances. If necessary, during emergencies, Landlord may access the Premises at any time should Landlord be required to respond to any emergency situation at the Premises. If necessary, County will provide access and/or keys to first responders.

18. **Utilities.** County will pay directly all separately metered utilities used in the Premises commencing on the Delivery Date. With respect to Project Common Areas utilities, County will pay its Proportional Share of CAM Expenses as specified in Section 6.2. Landlord shall not be liable for, and County shall not be entitled to, any damages, abatement or reduction of Rent, or other liability by reason of any interruption to any utilities and services described herein for any reason other than Landlord's negligence or willful

misconduct.

19. **Telecommunications.** County, at its sole cost, may install its own telecommunication systems and equipment including telephone, data, network connections and systems, and Internet connectivity ("**Telcom**"), and will be responsible for maintaining the systems and equipment and will directly pay for all such services and equipment. Landlord upon execution of this Lease, or by separate agreement, grants access and permits third-party Telcom services providers Right of Entry to the Premises for the purposes of installing Telcom, which separate agreement shall be in form and substance reasonably acceptable to Landlord. If necessary, County will obtain Telcom connection(s) from a local ISP and will maintain it at its own expense. County may use its own ISP connection hardware. County is responsible for all aspects of Telcom under its control, and for securing same from intrusion or damage. County shall not make any penetrations of the roof of the Building without the prior written consent of Landlord, which consent may be reasonably conditioned, but not unreasonably withheld or delayed.

20. **Taxes.** Pursuant to Section 6, County will be responsible for County's Proportional Share of all Real Estate Taxes (hereinafter defined) and all transaction privilege tax related to this Lease and will pay to Landlord, in addition to any other sums due hereunder, any applicable rental taxes for which Landlord is responsible including, if applicable, the government property lease excise tax pursuant to A.RS. §-42-6201 et seq. For the purposes of this Lease, "**Real Estate Taxes**" means all real property taxes, assessments that are assessed, levied, or imposed on the land, buildings, and/or other improvements comprising all or part of the Property. Landlord shall not include in Real Estate Taxes any late payment charges, interest and penalties caused by Landlord's late payment of Real Estate Taxes to the applicable governmental authority. Tenant hereby waives any and all rights to protest appraised values or to receive notice of reappraised values regarding the Project or other property of Landlord.

21. **Insurance.** During the Term of this Lease, County will at its sole expense maintain in full force and effect the following:

    21.1. **Commercial General Liability (CGL).** Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy will include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

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

    21.3. **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.

21.4. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1. **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Landlord. The policies of insurance required to be maintained by Tenant pursuant to Section 21 shall name as additional insured parties Landlord and Landlord's property manager, Larsen Baker, L.L.C. On or prior to the Delivery Date, and otherwise upon request from Landlord, County shall deliver to Landlord certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by County and naming such additional insureds.

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

21.4.3. **Primary Insurance:** The Landlord's policies shall stipulate that the insurance afforded the Landlord shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

21.4.4. **Self-Insurance**. Parties acknowledge that Pima County is self-insured and that a combination of self-insurance and excess insurance is acceptable to meet the insurance requirements in this section of the agreement.

21.5. Landlord shall maintain Property Insurance for the full replacement cost value of the building and its business personal property. The Property policy shall include a waiver of subrogation endorsement (or equivalent) in favor of County and its respective agents, employees, partners, directors and officers. County shall not be liable to Landlord (and Landlord hereby waives all right of recovery by way of subrogation against County) from any and all claims for loss or damage covered by the insurance required hereinabove, irrespective of whether such loss or damage results from County's negligence or that of any of its agents, servants or employees.

22. **Alterations/Modifications.** County will not make, or cause to be made, any structural modifications ("**Alterations**") to the Premises without written approval of Landlord which shall not be unreasonably withheld or delayed.

22.1. **Quality**. All Alterations approved by Landlord pursuant to Section 22 will be performed by County, at County's sole cost and expense, using County "Shops" or a licensed contractors and subcontractors in good standing with the Arizona Registrar of Contractors and reasonably acceptable to County. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality approved by County and in compliance with any Landlord-approved Plans. County shall assure that the Alterations comply with all insurance requirements and all applicable laws. Landlord's approval of Alterations will not be a representation by Landlord that the Alterations comply with applicable laws or will be adequate for County's use.

22.2. **Liens**. County will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Alterations and will not permit any lien to attach to the Premises or any interest therein. The same procedures and requirements for removing liens in Section 8.4 shall apply.

22.3. **Removal of Alterations**. Structural Alterations made by County will not be subject to any removal or restoration obligations at the end of the Term or earlier termination of this Lease.

23. **Sublease and Assignment**. County may not assign its rights and obligations under this Lease or sublease any portion of the Premises without Landlord's prior written consent, which may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the County due under this Lease. The Landlord agrees that should it desire to sell the Building, it will give County written Notice, at the earliest possible time, if Landlord enters into any agreement to sell the Building, subject to confidentiality covenants required by any buyer.

24. **Personal Property**. All personal property placed or removed in the Premises will be at the risk of the party placing such property on the Premises or moving such property in the Premises.

25. **Damage to Property**. The County covenants that it will permit no waste or damage to the leased property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.

26. **Change in Ownership**. If ownership of the Premises or the name or address of the party entitled to Rent changes, County 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. County will not be subject to double liability for any Rent so paid. Any transfer of title to the Premises will be subject to this Lease, and this Lease will be binding upon all successors, assignees, or transferees of Landlord.

27. **Surrender / Holding Over**. On termination of County's occupancy, County shall surrender the Premises in the condition in which County is required to maintain them under this Lease. County will repair any damage done by the removal of Personal Property and be responsible for all associated costs. If County for any reason and with written consent of Landlord remains in possession after the expiration of this Lease (including any optional extension), or after the date specified in any notice of termination given by either party, such possession shall be as a month-to-month tenancy, subject to all conditions of this Lease except the term hereof, and the rent for the first 6 months will be 103% of the rent being paid by County's prior to the expiration or termination, and for the next 6 months will be 104% of that amount.

28. **Parking**. County's employees and visitors may park in any unassigned spaces in the Project parking lot as shown in **Exhibit C**. Landlord may, but shall not be obligated to, reserve or assign County-specific parking spaces. If Landlord provides exclusive use of any parking spaces to County ("**Reserved Spaces**"), County, at its cost and expense, may install such signage or other indicators that identifies the Reserved Spaces as reserved for the exclusive use of County. County will not have the exclusive right to use any specific parking spaces in such non-designated areas. All unassigned, undesignated spaces within the Project are available on a first-come, non-exclusive, first-served basis. County agrees to assume responsibility for compliance by its employees and invitees with the parking provisions contained herein. Landlord reserves the right to grant easements and access rights to others for use of the parking areas on the Property.

29. **Signs.** County will have the right to install, at its own cost and expense, (a) a storefront sign on the front façade of the Premises (the "**Exterior Signage**"), and (b) County's sign panels on the Project monument sign (the "**Monument Sign**"). The Exterior Signage must comply with the Project's sign criteria shown in **Exhibit F**. All signage installed pursuant to this Section 29 will be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. County is responsible for all costs associated with County's signage, including without limitation, design, fabrication, installation, maintenance, repair, necessary replacement, and removal. During the Term, County, at its own cost, shall maintain all such signage in good condition in repair and shall remove all such signage at the expiration or earlier termination of this Lease and promptly repair any damage to the Premises caused by such removal, all at County's sole cost and expense. Landlord will be responsible for maintaining and repairing the Monument Sign structure, the expenses of which shall be reimbursable as CAM Expenses.

30. **Indemnification**. To the fullest extent permitted by law, Landlord will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "**County Indemnitee**") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "**Claims**") arising out of actual injury of any person (including death) or loss or damage to

tangible or intangible property caused, in whole or in part, by the gross negligence or willful misconduct of Landlord or any of Landlord's directors, officers, agents, or employees. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Landlord to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The County Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Landlord from and against any and all Claims. Landlord is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Lease.

31. **Default.**

31.1. **County Default**. The occurrence of any one or more of the following events (each an "**Event of Default**") will constitute a default and breach of this Lease by County for which Landlord may terminate this Lease or County's Right of Possession:

31.1.1. *Operations of the Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by County, where such abandonment shall continue for a period of 45 calendar days after written notice of such default is sent by Landlord to County.

31.1.2. *Monetary Obligations*. The failure by County to make any payment required to be made by County under this Lease, as and when due, where such failure continues for a period of 45 calendar days after written notice from Landlord that the payment is due.

31.1.3. *Violation of Law*. Violation of any law by County, or the conduct of any unlawful activities on the Premises.

31.1.4. *Other Covenants*. The failure by County to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by County, where such failure continues for a period of 45 days after written notice from Landlord to County; provided, however, that if the nature of County 's default is such that more than 45 days are reasonably required for its cure, then County will not be deemed to be in default if County commences such cure within said 45-day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within 180 days of the notice by Landlord.

31.2. **Landlord's Remedies**. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, after any applicable cure period Landlord may at any time thereafter at its election; terminate this Lease or

County's right of possession, (but County shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity.

31.2.1 **Termination**. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant and recover possession of the Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's reasonable expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent. Present value shall be computed by discounting the amount due from Tenant, using the Federal Reserve Discount rate.

31.3. **Landlord Default; Tenant's Remedies; Limitation of Liability**. Landlord will not be in default under this Lease unless Landlord fails to perform any of its obligations under this Lease to be performed by Landlord and such failure continues for 30 days after receipt of written notice and demand from County (unless the failure is of such a character as to require more than 30 days to cure, in which event Landlord will be in default hereunder only if it fails to initiate the cure within such thirty-day period and thereafter diligently pursue the same to completion), provided such cure is completed within 120 days of receipt of written notice from County. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. Tenant may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease.

31.4. **Force Majeure**. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease when and to the extent such failure or delay is caused by a Force Majeure Event (hereinafter defined). The time provided for either Party to perform its obligations hereunder shall be extended by a period of time equal to the duration of events beyond their control, delay by governmental authorities beyond such party's control, acts of God, terrorism, riot, war, civil commotion, labor disputes which do not affect solely the delayed party, strikes which do not affect solely the delayed party, fire, flood or other casualty, shortages of labor or material which do not affect solely the delayed party, government regulation and weather conditions causing delay (each a "**Force Majeure Event**"). Any delay or failure by County of any obligation to pay Rent or any other monetary obligations hereunder or any obligation that can be fulfilled by the payment of money (for example, the maintenance of insurance required hereunder) will not be excused by any Force Majeure Event.

32. **Notices**. All notices to be given under this lease will be in writing and will be either served personally or sent by certified or registered mail, return receipt requested, electronic transmission, email, or fax, to the parties as indicated below or to such other persons, or addressees as either party may designate in writing to the other party:

County :
150 W. Congress St.
3rd Floor
Tucson, AZ 85701
Phone: 520-724-3085
Attention: Tony Cisneros, Director
Email:FM_Leasing_Services@pima.gov

Landlord:
Jumbo Property Group, LLC
c/o Larsen Baker, L.L.C.
6298 E. Grant Rd., #100
Tucson, AZ 85712
Phone: 520-296-0200
Email: elaina@larsenbaker.com

33. **Receipt of Notice**. Any notice given as indicated in Section 32 will be deemed to have been given on the date of receipt, or if delivery is refused, on the date of such refusal.

34. **Subordination; Non-Disturbance.** This Lease and all of County's rights and interests in the leasehold estate hereunder shall be subject and subordinate to any mortgages or deeds of trust that now encumber or may hereafter be placed on the Premises and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals, replacements, and extensions thereof. Landlord reserves the right, from time to time, to grant such new or additional mortgages or deeds of trust as Landlord deems necessary or desirable. County will subordinate its interest in this Lease to any future encumbrance if County receives a commercially reasonable non-disturbance and attornment agreement from the holder of

such encumbrance. County will have thirty (30) days following receipt of a written request from Landlord to execute such agreement so long as the agreement states (a) the lease is unmodified and in full force and effect; (b) the dates to which rent has been paid; (c) whether or not, to County's best knowledge, Landlord or County is in default in the performance of any obligation hereunder and, if so specifying in reasonable detail the nature of such default; (d) that County has accepted the Premises, and (e) that the holder of the encumbrance agrees to be bound by the terms of this Lease.

35. **Environmental.** County will comply with all present and future laws and regulations regulating the environment, hazardous or toxic waste, ambient air, groundwater, surface water, and land use.

36. **Destruction of Premises**. If at any time during the Term, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty (a "**Casualty**") and the Landlord reasonably estimates that the Premises cannot be restored/repaired within ninety (90) days after the occurrence of a Casualty through no fault of County then either Landlord or County shall have the right to terminate this Lease upon written notice to the other Party, and upon such termination Landlord and County will be relieved of any further obligation, duty or liability under this Lease, except those expressly deemed to survive termination. If the Premises can be and are repaired fully in ninety (90) days after the occurrence of a Casualty, 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 Premises area that is unavailable or not reasonably useful to County.

37. **Condemnation**.

37.1. **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 reasonable judgment of County, 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 County is required to vacate the Premises as a result of the condemning authority taking possession and all Rent will be paid by County to Landlord up to that date or refunded by Landlord to County if Rent has previously been paid by County beyond that date. Landlord shall be entitled to receive any and all awards paid by the condemning authority in connection with any condemnation other than for any taking of County's trade fixtures, personal property, and for County's relocation expenses.

37.2. **Partial Taking**. If a portion of the Premises is taken, and the portion or portions remaining can, in the reasonable judgment of County, be adapted and used for the conduct of County's business operation, then Landlord, at Landlord's sole cost and expense, 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.

37.3. **County Participation in Condemnation**. Whether the Condemnation is Complete or Partial, the County shall have the right to independently seek damages for any loss affecting the value of its Leasehold estate. Landlord acknowledges that County may exercise its right by seeking redress in a separate action.

38. **Quiet Enjoyment**. Landlord warrants that Landlord is seized of the Premises and has the full right to make this Lease. Landlord further covenants that so long as no Event of Default has occurred and is continuing beyond any applicable notice and cure periods, County will have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.

39. **Interpretation of Lease**. The parties acknowledge that each has had the opportunity to review this Lease with counsel of their choice. This Lease will not be construed more strongly in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Lease will bind and inure to the benefit of the parties and their successors and assigns.

40. **Entire Agreement**. This Lease contains the entire agreement between the parties and all previous Leases, amendments, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the parties only by writing executed with the same formalities as this Lease.

41. **Broker Disclosure.** County acknowledges that Larsen Baker, L.L.C. (Isaac Figueroa) ("**Landlord's Broker**"), represents Landlord exclusively, and that some principals of Landlord are licensed real estate brokers in Arizona, and are acting as owner/agents and may participate in the commissions earned by Landlord's Broker. County is self-represented. Both parties acknowledge that each intends to seek its own legal advice and business representation in negotiating the Lease. Except as specifically identified above, County represents and warrants to Landlord that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fee besides those mentioned above.

42. **Non-Discrimination**. The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

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

44. **American with Disabilities Act**. 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 (the "**ADA**") as follows: County shall be responsible for compliance with the ADA as it pertains to the use of the Premises and Landlord shall be responsible for compliance with the ADA as it pertains to the Common Areas. This will not obligate County to make any modifications to the Building or Premises, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.

45. **Non-appropriation**. The parties recognize that the performance by County may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds, or if funding becomes otherwise not legally available to the County to fund its responsibilities under this Lease, the County may terminate this Lease and upon such termination, neither Landlord nor County shall have any further duties or obligations under this Lease, except those expressly deemed to survive termination. County agrees to notify Landlord in writing as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

46. **Conflict of Interest**. This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

47. **Law to Govern**. This Lease is made under and will be interpreted according to Arizona law. Any action relating to this Lease will be brought in a court of the State of Arizona in Pima County.

48. **Sustainability Plan**. In accordance with the County's Sustainability Plan, County will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises, at County's sole cost and expense. Landlord shall have no obligation to provide recycling services to the Project.

49. **Applicable Law**. The parties will comply with all applicable federal, state and local laws, rules, regulations, standards, Executive Orders, and with any applicable Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment," a copy of which is attached as **Exhibit D**.

50. **Counterparts and Copies**. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one agreement with the same force and effect as if all signatures had been entered on one document. Electronic, scanned, copied, or facsimile images of signatures in lieu of original signatures, transmitted electronically, are acceptable and shall be deemed the equivalent of an original.

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

PIMA COUNTY, ARIZONA

By:___________________________
Rex Scott, Chair, Board of Supervisors

Date:________________________

JUMBO PROPERTY GROUP, LLC, an Arizona limited liability company

By: Riverfront Village, LLC, an Arizona limited liability company
Its: Sole Member

DocuSigned by:
Melissa Lal
1BB138E52BA949E...

Date: 10/15/2025

ATTEST:

By:___________________________
Melissa Manriquez, Clerk of the Board

Date:________________________

APPROVED AS TO CONTENT:

By: DocuSigned by: Tony Cisneros 2FD987FF1D444D9...
Tony Cisneros, Director, Pima County Facilities Management

Date: 10/15/2025

By: [signature]
Steve Kozachik, Director, Pima County Animal Care Center

Date: 10/14/25

APPROVED AS TO FORM:

By: [signature]
Kyle Johnson, Deputy County Attorney

Date: 10/14/2025

Docusign Envelope ID: DFF0D75C-DCC4-42EF-9026-C7BBF2B6EEB9

EXHIBIT A

Site

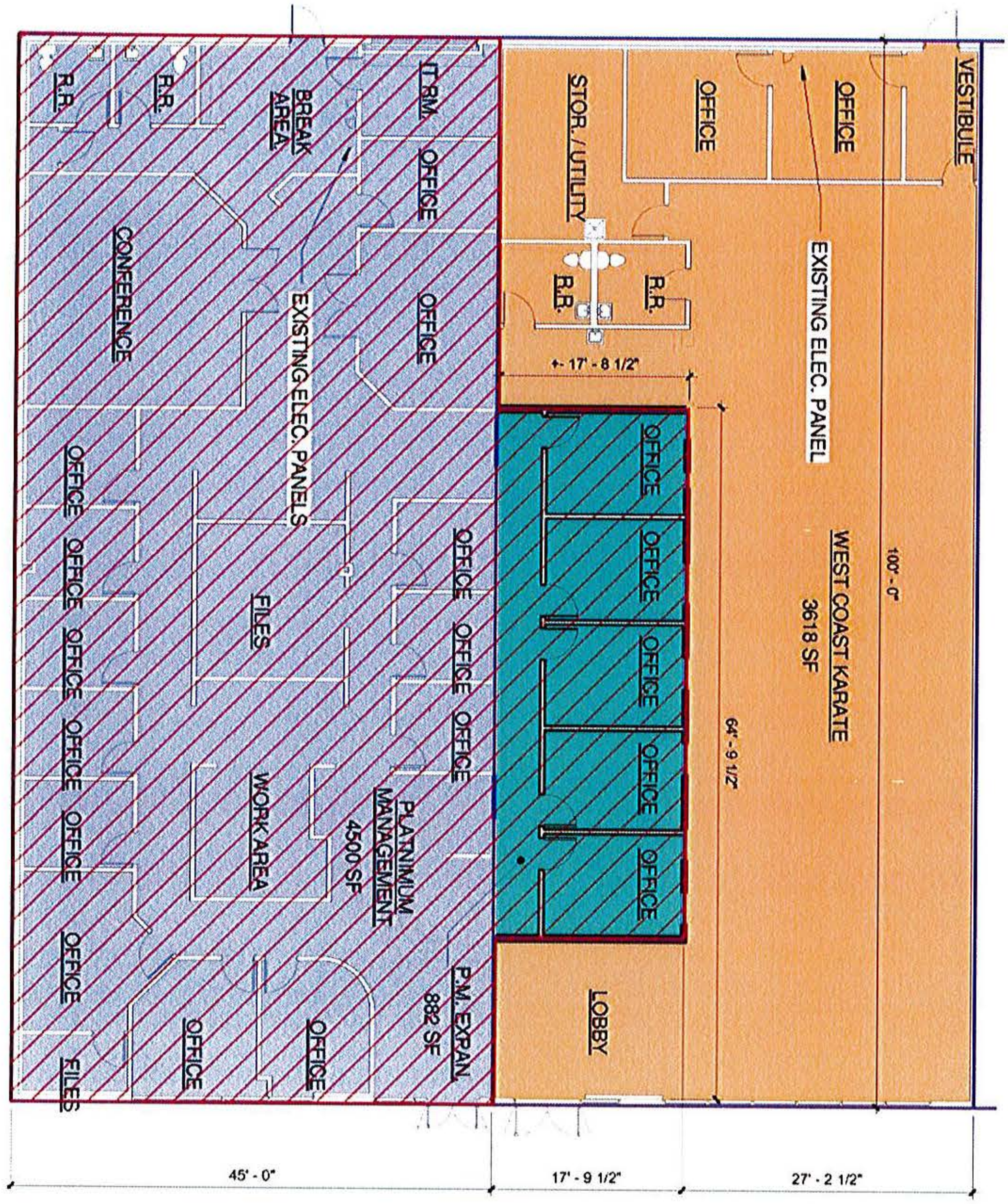
THE LIMITED PURPOSE OF THIS EXHIBIT IS TO SHOW A DEPICTION OF THE PROJECT AND THE RELATIVE LOCATION OF THE PREMISES WITHIN THE PROJECT

NOT TO SCALE

SUBJECT TO CHANGE

EXHIBIT B

Premises (~5,382 sf)



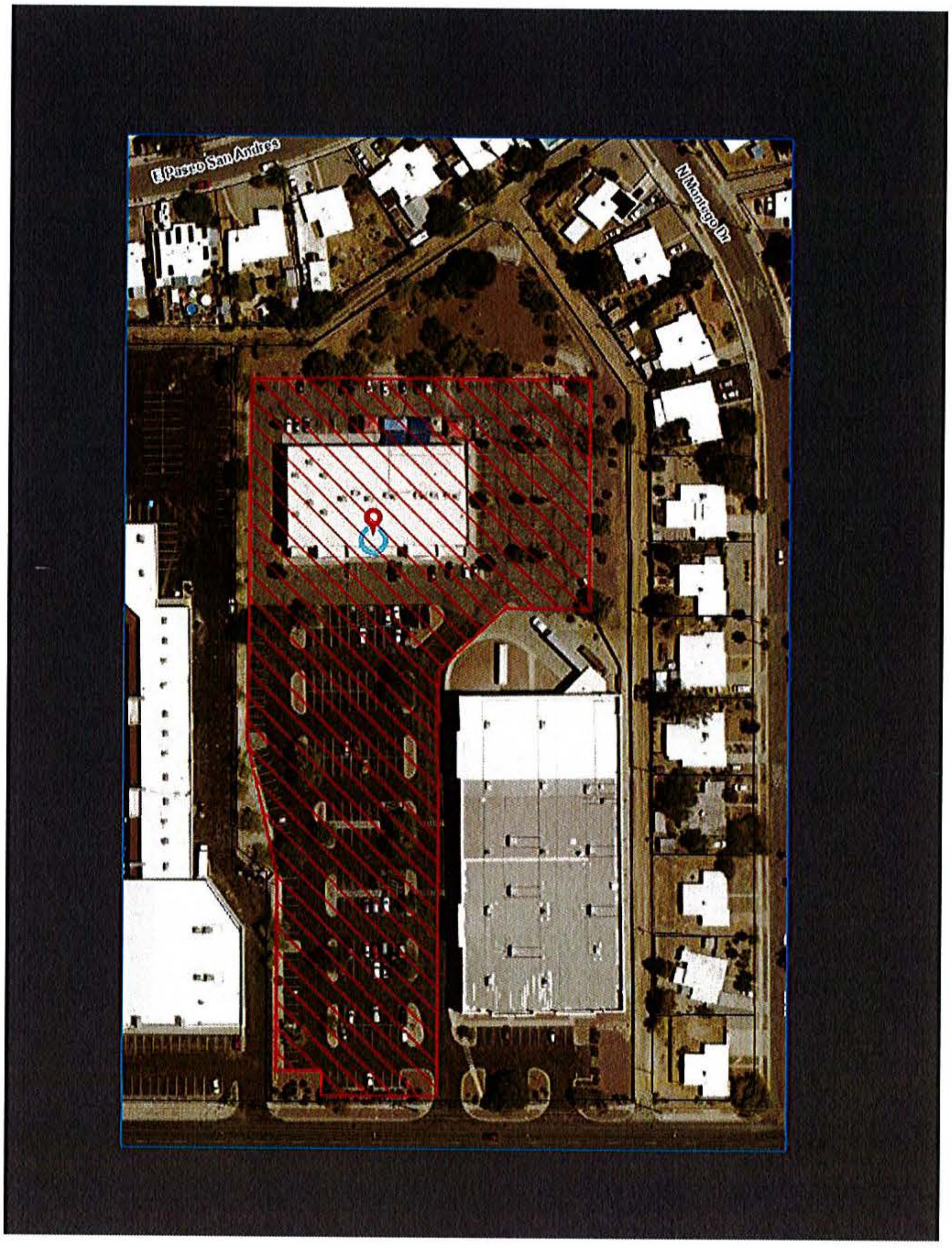
NOT TO SCALE

SUBJECT TO CHANGE

Docusign Envelope ID: DFF0D75C-DCC4-42EF-9026-C7BBF2B6EEB9

EXHIBIT C

Parking



THE LIMITED PURPOSE OF THIS EXHIBIT IS TO SHOW A DEPICTION OF NON-EXCLUSIVE PARKING AREAS WITHIN PROVIDED HOWEVER SOME SPACES MAY BE DESIGNATED FOR OTHER TENANTS' EXCLUSIVE USE OR TEMPORARY PARKING

NOT TO SCALE

SUBJECT TO CHANGE

EXHIBIT D

TOBACCO FREE POLICY C 3.18 Page 1 of 2

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

<u>County Facilities, Public Buildings and Adjacent Properties</u> 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.

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

EXHIBIT D

TOBACCO FREE POLICY C 3.18 Page 2 of 2

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

EXHIBIT E (1 of 3 pages)
RULES AND REGULATIONS

1. ENTRANCES AND EXITS. The sidewalks, entrances and Common Facilities shall not be obstructed or used for any purpose other than ingress or egress, and Tenant may not install carpets, door mats, planters, etc. in the Common Facilities. Landlord may give its approval to certain outside product displays, conditioned upon tenants observing restrictions and performance standards (such as, but not limited to, not obstructing pedestrian access along the sidewalk or taking up customer parking spaces). Tenant shall not enter the mechanical rooms, electrical closets, janitorial closets or go upon the roof of the Project without the prior written consent of Landlord.

2. AWNINGS. No awnings or other projections shall be attached to the outside walls or storefront of the Premises, Common Facilities or on any building in the Project, without the prior written consent of Landlord.

3. RESTROOMS. The toilets, washbasins and other plumbing fixtures within the Premises shall be used solely for the purposes for which they were constructed, and no refuse or garbage shall be thrown therein. All damage resulting from any misuse of such fixtures shall be borne by the tenant who, or whose employees, agents or invitees shall have caused the same.

4. DEFACEMENT. No tenant shall in any way deface any part of the Premises or the Project. No boring or cutting for wires, stringing of wires or other activities shall be permitted without the prior written consent of Landlord and then only as Landlord may direct. No window air conditioning or heating units shall be installed or used by Tenant without Landlord's prior written consent. No antennas, aerials, or dishes shall be installed on the roof or exterior walls of the Premises or in the common areas without the prior written consent of Landlord, and then only as Landlord may direct (see Exhibit G). Tenants are responsible for repairing or replacing any vandalism or graffiti damage to their storefront or showroom windows and doors. Landlord will repair any vandalism, graffiti or damage to the exterior walls or other Common Facilities as a CAM Expense.

5. PROHIBITED ACTIVITIES. No vehicles (except Tenant's delivery vans) may be stored or about the Premises. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes. No tenant shall throw anything out of doors or in the Common Facilities of the Project, other than in the approved trash receptacles.

6. DELIVERIES AND PICK-UPS. All removals or deliveries of goods and freight must take place during normal business hours and in the loading zone locations designated by Landlord from time to time.

EXHIBIT E (2 of 3 pages)
RULES AND REGULATIONS

7. ENTRY. Landlord reserves the right to exclude unauthorized parties from the Project or the Premises at all times other than the reasonable hours of generally recognized days of operation of the Project. In case of riot or other disturbance, Landlord reserves the right to prevent access to the Project or the Premises during the continuance of any riot or disturbance, for the safety of the tenants and protection of property in the Project. All of Tenant's agents, employees and invitees shall comply with all security regulations established from time to time by Landlord.

8. SOLICITORS. Except as described in Section 10.1, Canvassing, soliciting and peddling in the Project are prohibited, and each tenant shall cooperate to prevent the same.

9. TELEPHONES OR ANTENNAS. Tenant may not install pay phones or antennas except inside its Premises.

10. REFUSE AND GARBAGE. Refuse and garbage shall be removed from the Premises at such times and intervals, through such exits thereof and over such routes of egress therefrom as Landlord may designate from time to time. No refuse or garbage will be stored anywhere except inside the Premises or in areas designated by Landlord. Tenant at its expense shall use a pest exterminator at regular intervals if the presence of pests is detected within the Premises.

11. PARKING. Within ten (10) days after each tenant opens for business in the Project, the tenant shall provide Landlord, if so requested, with a list of the automobile make and model and license numbers for all employees or regular contractors employed in the Premises, which list shall be updated from time to time as necessary. Tenant's employees or contractors shall park in the parking lot areas. Tenant agrees to cooperate with Landlord and utilize parking spaces in the rear of the Premises, should parking spaces become limited for Project patrons. All delivery trucks shall be promptly loaded and unloaded in the area where service entrances are provided. Overnight parking of any vehicle (except tenant's delivery vans) is prohibited, and anything parked in violation hereof shall be subject to towing.

12. ADVERTISING. No sign, placard, picture, advertisement, banner, special event, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside of the Building or the Premises without the written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, notice picture, advertisement, banner or name with prior notice to Tenant. Landlord may approve special event banners and signs conditioned upon tenants observing restrictions and performance standards (such as, but not all inclusive, that such banners and signs be professionally created, be attached without doing damage to the Premises façade and be limited in scope and duration). Tenants shall not place anything or allow anything to be placed near or on the glass of any window, door, partition or wall which may appear unsightly from outside the Premises or Building, without Landlord's consent. Tenants shall be allowed to place product advertising materials and "Open" signs in good taste on the interior windows and doors of their Premises.

13. VENDING. No vending machines shall be installed, maintained or operated except within the Premises.

14. LANDLORD'S CONSENT. Landlord's consent where required herein shall not unreasonably be withheld. Notwithstanding the above, Landlord shall have the continuing right to condition its consent to standards and conditions as are required to maintain a high quality retail shopping center. Such conditions may include but not be limited to, restrictions such as all signs and banners must be allowable under municipal sign codes and professionally fabricated, that outside merchandise displays or special sales events must be limited in duration and size, and that window displays and advertising be tasteful and professional.

EXHIBIT E (3 of 3 pages)
RULES AND REGULATIONS

15. CHANGES TO RULES AND REGULATIONS. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations. Landlord shall not be responsible to Tenant or to any other person for the non-observance of the Rules and Regulations by any other tenant or other person. Tenant shall be deemed to have read these Rules and Regulations which shall be deemed to be a part of the Lease to which they are attached, as if set forth fully therein.

16. PERMITED ACTIVITIES. As part of any CrossFit program, gym members are permitted to run around the perimeter of the property. Tenant acknowledges that music is played periodically during CrossFit sessions. Tenant will maintain a volume level so as not to be a nuisance neighboring tenant, within reason. Tenant may conduct special events as described in Section 10.1.

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EXHIBIT F
Project Sign Criteria

A. Approvals:

1. All sign requests must be submitted by each tenant to the Landlord for its written approval prior to application for sign permit. Submit to Landlord detailed drawings drawn to scale, showing size, layout, colors, materials, style of all letters and all graphics. All submissions to Landlord will include two (2) sets of sign plans. If approved, an approved copy of the sign plans will be returned.

2. Each tenant shall be responsible for obtaining all permits for signs and for providing and installing all signs.

3. In addition to advance written approval by Landlord, all signs must be in conformance with local sign codes.

B. Required Sign Locations:

1. One sign per tenant must be installed, to be located on the façade of the Premises building (as designated by Landlord).

2. One street number per tenant shall be located over the entrance and rear doorways.

C. Allowable Sign Sizes:

1. Maximum allowable facade sign sizes shall be 33" high maximum if single line copy, 15" maximum if double line copy.

D. General Design Requirements:

1. All letters and/or logos for retail spaces other than the courtyard shall be "Pan Channel" units with rear illuminated translucent Plexiglas face and five (5) inch metal returns.

2. All colors for signs shall be subject to approval by Landlord.

3. No sign perpendicular to the face of the building shall be permitted.

4. No roof-mounted signs of any kind shall be permitted.

5. No window signs are permitted without the written approval of Landlord.

6. No sign shall be closer than 18 inches from a neutral strip between tenants.

7. No flashing, moving, audible or portable signs shall be permitted.

8. All electrical signs shall be in compliance with all local sign, building and electrical codes.

9. No exposed conduit, tubing, label, neon tubing, conductors, transformers, or other electrical appurtenances shall be used.

10. Electrical service to all signs shall be provided from the Tenant's electrical panel.

11. Design and location of all raceways and mounting devices shall be as approved by Landlord.

12. The sign installer shall not be allowed access to the roof for any reason.

13. The Tenant shall be responsible for repair of any damage to the building caused by the installation or removal of its signs. Sign company contractors may not drive trucks onto the sidewalks or landscaped areas of the property.

14. No advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed to or maintained on the glass store window panes, supports of the store windows and doors, or upon the exterior walls of the facade of the Premises or anywhere within the Project, without the advance written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

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EXHIBIT G
MEMO

friends of PACC

Date:	June 9, 2025
To:	Steve Kozachik, PACC Director
From:	Torre Chisholm, Friends of PACC
Re:	Funding for the Eastside Adoption Satellite

The Friends of PACC Board of Directors has approved up to a $1,000,000 donation to Pima County for the specific purpose of opening a PACC adoption satellite location on the east side of Pima County. The donation is payable to the County based on direct expenses associated with the satellite, including lease, tenant improvements including design and planning, staffing, and supplies. Friends of PACC anticipates funding up to $650,000 during the first year of the donation, with the remainder funded the following year.

The County should send invoices for expenses to:

David Picard
Friends of PACC Finance Manager
PO Box 85370
Tucson, AZ 85754
dave@friendsofpacc.org

Friends of PACC asks that it be included in planning for the new satellite. Friends of PACC will be launching a $500,000 fundraising initiative to offset part of this investment, so does request the opportunity to assign TBD naming opportunities to the satellite and/or areas inside the site. The naming opportunities would be consistent with the existing practices for donor recognition at PACC and is subject to final approval by the Board of Supervisors.

Cc: Martyn Klell, Pima County Design and Construction

David Picard, Friends of PACC