

**EXHIBIT B-1
COUNTY PROPERTY-LOOSE FURNITURE**

| Manufacturer | Vendor | Description | Quantity | Value (with Freight) | Tag # |
|----------------------|----------|--|----------|----------------------------|--------|
| Nemschoff Chairs LLC | Goodmans | Two seat w/full intervening arm- 2600X-22 S | 9 | \$13,218.93 | M |
| Nemschoff Chairs LLC | Goodmans | Three seat w/full intervening arm- 2600X-33 S | 2 | \$4,295.38 | N |
| Nemschoff Chairs LLC | Goodmans | Easy Access 2750H | 3 | \$2,809.08 | D |
| Nemschoff Chairs LLC | Goodmans | Bariatric Chair 2700S- OB30 | | \$3,061.36 | C |
| Herman Miller | Goodmans | Work Chair Angled Adjust Arms/Seat TriFlex Back MR123AAM-AJ-G1- C7-G1-BK-3Q-11 Airweave | 2 | \$1,176.00 | G |
| Herman Miller | Goodmans | 36" Round Table Laminate DT1C.36LP-LM-MT- 57 | 1 | \$277.53 | J |
| Herman Miller | Goodmans | Stacking Molded Seat Chair w/Fixed Arms WC410P-BK-G1-YX- BK | 4 | \$592.30 | F |
| Herman Miller | Goodmans | Flip Door Unit w/Lock 13D 48W 15.5H A3353.1348-KA-MT- MT | 1 | \$150.75 | Office |
| Herman Miller | Goodmans | Shelf B Style 7.5H 13D 48W A3221.1348-MT | 1 | \$42.76 | Office |
| Herman Miller | Goodmans | Tackboard B Style 12H 48W A3410.1248-1V-02 | 1 | \$62.54 | Office |
| Herman Miller | Goodmans | Twist LED Task Light G6160.AM | 1 | \$112.69 | Office |
| Herman Miller | Goodmans | Freestanding Pedestal Standard Pull F16- 1522-BBF-TS-MT-T1- KA-B2-NO-C | 1 | \$306.36 | Office |
| Herman Miller | Goodmans | Pencil Tray for 15W Box Drawer 73-1516- PT | 1 | \$9.20 | Office |
| Herman Miller | Goodmans | Keyboard/Mouse Fully Adjustable | 1 | \$193.60 | Office |

| | | | | | |
|---------------------------------|----------|--|----|------------|-------------------------|
| | | Aluminum Tray w/Adjustable Mouse Tray 21.75" long track SA412723 | | | |
| Herman Miller | Goodmans | Corner Wedge Square Edge Laminate Y2091 L-LM | 1 | \$41.80 | Office |
| Herman Miller | Goodmans | Wall Strip 84H AO213.84-MT | 3 | \$56.64 | Office |
| Herman Miller | Goodmans | Wall Fasteners | 33 | \$43.89 | Office |
| Herman Miller | Goodmans | Lock Cylinder Key #320 232092-320 | 3 | \$0.00 | Office |
| La Z Boy Healthcare Division | Goodmans | Medical Stool HMSF1M | 9 | \$2,801.25 | Procedure |
| Herman Miller | Goodmans | Multipurpose Molded Seat Chair w/Fixed Arms WC111P-BK-G1-C7- BK | 8 | \$2,632.00 | Corridor |
| Exemplis Corp. DBA Sit on It | Goodmans | Freelance Sled Chair w/Arms 5234-FABRIC-26- GRD7 G3 | 1 | \$391.98 | A |
| Exemplis Corp. DBA Sit on It | Goodmans | Freelance Sled Chair Armless 5233-FABRIC-26- GRD7 G3 | 4 | \$1,447.60 | Office-2 & Consult-2 |
| Spec Furniture | Goodmans | Durm Drum Table 24" Diameter 18" High | 1 | \$398.61 | I |
| Herman Miller | Goodmans | Shelf B-Style 7.5H 13D 24W A3221.1324-MT | 1 | \$34.81 | Office |
| Herman Miller | Goodmans | Tackboard B Style 12H 24W A3410.1224-1V-02 | 1 | \$53.69 | Office |
| Herman Miller | Goodmans | Square Edge Vinyl Round End Peninsula Laminate Top 24"D 60"L Column Base Z2BLA-24-60-D-C- S7-LM-LM-MT | 1 | \$211.22 | Office |
| Herman Miller | Goodmans | Work Surface Square Edge Rectangular Laminate 24D 48W A2310.2448L-LM-MT | 1 | \$98.83 | Office |
| Herman Miller | Goodmans | Flip Door Unit B-Style Paint w/lock 13D 24W 15.5H A3353.1324-KA-MT- MT | 1 | \$115.94 | Office |

**EXHIBIT B-2
COUNTY PROPERTY-FIXED FURNITURE**

| Manufacturer | Vendor | Description | Quantity | Value (with Freight) | Tag # |
|------------------------------|---------------------|--|-----------------|-------------------------------------|--------------|
| Stanley Healthcare Solutions | Innerspace | Cabinet, Scope 16 capacity w/vent fan unit | 1 | \$3,917.12 | 119267 |
| Stanley Healthcare Solutions | Innerspace | Cabinet, Scope 16 capacity w/vent fan unit | 1 | \$3,917.12 | 119268 |
| Stanley Healthcare Solutions | Innerspace | Cabinet, Scope 16 capacity w/vent fan unit | 1 | \$3,917.12 | 119269 |
| Stanley Healthcare Solutions | Innerspace | Cabinet, Scope 16 capacity w/vent fan unit | 1 | \$3,917.12 | 119270 |
| Stanley Healthcare Solutions | Innerspace | Cabinet, Scope 16 capacity w/vent fan unit | 1 | \$3,917.12 | 119271 |
| Penco - Vanguard | Arizona Furnishings | 2-Tier Gray Ash Lockers 12"Wx15"Dx72"H with recessed handle | 6 | \$1,111.93 | NA |
| Penco - Vanguard | Arizona Furnishings | Slope Top Kits | 2 | \$108.74 | NA |

**SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PIMA COUNTY AND UNIVERSITY PHYSICIANS HEALTHCARE
FOR KINO HOSPITAL CAMPUS
[PIMA COUNTY CONTRACT FM 12*2152]**

This Second Amendment to Amended and Restated Lease Agreement, dated January __, 2014 for reference purposes, is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County" or "Landlord"), University Physicians Healthcare, an Arizona nonprofit corporation ("UPH" or "Tenant").

RECITALS

- A. County and University Physicians, Inc. (now University Physicians Healthcare) ("UPH"), an Arizona nonprofit corporation, previously entered into a lease agreement dated April 27, 2004 (as subsequently amended, the "Lease"), pursuant to which County leased to UPH a hospital facility and some associated real property formerly operated by the County as Kino Community Hospital (the "Hospital").
- B. The Lease was subsequently amended several times and then completely amended and restated by the parties pursuant to the Amended and Restated Lease dated June 21, 2011 for reference purposes. The Lease was further amended by the First Amendment to Amended and Restated Lease executed by the County on August 20, 2012.
- C. UA Healthcare, the sole member of UPH referenced in the Lease, has changed its name and is now The University of Arizona Health Network, Inc. ("UAHN").
- D. The County, UAHN, and the Arizona Board of Regents ("ABOR") entered into an intergovernmental agreement dated June 15, 2010 (the "IGA"), pursuant to which the County agreed to contribute funding to further the public health and education mission of the University of Arizona College of Medicine at the Hospital.
- E. In the IGA, the County agreed that it would consent to an assignment of the Lease to UAHN if requested by UAHN, that County would not agree to a modification or termination of the Lease without UAHN's written consent, and that any early termination of the IGA would result in termination of the Lease.
- F. The parties amended the IGA by agreement dated July 2, 2012, to extend the County's funding through July 31, 2014.
- G. ABOR, UAHN, and the County are now entering into an agreement (the "Second IGA Amendment") further amending the IGA to extend County funding for two additional years. The County is also agreeing, in the Second IGA Amendment, to provide up to Eight Hundred Thousand Dollars (\$800,000) to fund capital improvements to the geriatric psychiatric section of the Hospital. UPH, UAHN, and the County have agreed to contemporaneously amend the Lease.

AGREEMENT

IN WITNESS WHEREOF, County and UPH have executed this Amendment as of the date and year indicated below.

1. Reimbursement for Capital Improvements.

- 1.1. Except as provided in Section 2 below, in the event the Lease is terminated pursuant to Section 3.5 of the Lease, County will reimburse UPH up to but not in excess of \$2 million for the actual cost of capital improvements made by UPH to the Premises between August 1, 2014, and June 30, 2016. The reimbursement amount will be reduced at a depreciation rate of 20-percent per year from the date the improvement is substantially complete. The reimbursement shall be made within thirty (30) days of UPH's written request for payment.
- 1.2. In order for an improvement to be eligible for reimbursement, UPH must obtain the County's prior written approval of the improvement even if not otherwise required pursuant to Section 17.1 of the Lease. UPH must also provide the County with documentation substantiating the actual cost of the improvements at the same time UPH provides the County with as-built drawings pursuant to Section 17.2 of the Lease. All other provisions of Section 17 regarding improvements apply as written to such improvements.

2. Geriatric Psych Improvements. No reimbursement will be made pursuant to Section 1 above for improvements to the geriatric psychiatric section of the Hospital for which the County provides funding pursuant to the IGA. All provisions of the Lease will apply fully to any such improvements, and UPH will be responsible for those improvements, regardless of whether the funding is provided to ABOR or UAHN, or directly to UPH at the direction of ABOR or UAHN.

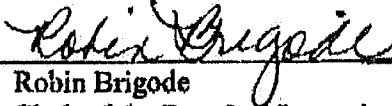
3. Lease. The Lease remains in full force and effect as modified by this Amendment.

PIMA COUNTY, a political subdivision
of the State of Arizona


By: Sharon Bronson
Chair of the Board of Supervisors

Date: MAY 13 2014

ATTEST:

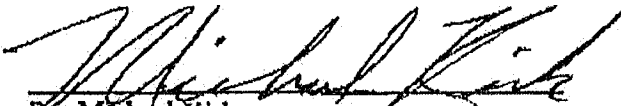


By: Robin Brigode
Clerk of the Board of Supervisors

MAY 13 2014

Date: _____

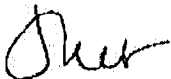
APPROVED AS TO CONTENT:



By: Michael Kirk
Director, Facilities Management Department

Date: _____


APPROVED AS TO CONTENT:



By: Jan Leshner
Deputy County Administrator for
Medical and Health Services

Date: 5-1-2014

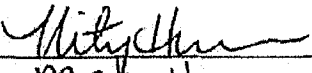
APPROVED AS TO FORM:



Deputy County Attorney


Date: 5.1.14

**UNIVERSITY PHYSICIANS
HEALTHCARE**, an Arizona
nonprofit corporation


By: Misty Hansen
Its: CEO

CONSENT TO AMENDMENT OF LEASE:

THE UNIVERSITY OF ARIZONA HEALTH NETWORK, INC. an Arizona
nonprofit corporation


By: ~~CEO~~ Michael Walden
Its: CEO (UAHN)

Contract No: CFM-12-2152 Amendment No: 03

This number must appear on all correspondence and documents pertaining to this contract

**THIRD AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PIMA COUNTY AND UNIVERSITY PHYSICIANS HEALTHCARE
FOR KINO HOSPITAL CAMPUS
[PIMA COUNTY CONTRACT CT FM 12*2152]**

This Third Amendment to Amended and Restated Lease Agreement, dated 4/16, 2016 for reference purposes, is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County"), and Banner-University Medical Center South Campus, LLC, an Arizona limited liability company ("Banner").

RECITALS

- A. County and University Physicians, Inc., which was later known as University Physicians Healthcare ("UPH"), an Arizona nonprofit corporation, previously entered into a lease agreement dated April 27, 2004 (as subsequently amended, the "Lease"), pursuant to which County leased to UPH a hospital facility and some associated real property formerly operated by County as Kino Community Hospital (the "Hospital").
- B. The Lease was subsequently amended several times and then completely amended and restated by the parties pursuant to the Amended and Restated Lease dated June 21, 2011 for reference purposes. The Lease was further amended by the First Amendment to Amended and Restated Lease executed by the County on August 20, 2012 and the Second Amendment to Amended and Restated Lease which was fully executed on May 13, 2014.
- C. UPH assigned the Lease to Banner-University Medical Center South Campus, LLC, an Arizona limited liability company effective February 27, 2015.
- D. County has entered into a Solar Service Agreement with Solon Development LLC for solar covered parking structures to be constructed and operated in the parking lots within the Leased Premises as depicted in Exhibit A. The parties have agreed that Banner will not be responsible for any construction, maintenance, repair, or replacement obligations for any solar covered parking structures or the associated electrical equipment that will be installed in the Medical Examiner's building located at 2525 E. District Street, Tucson, Arizona, during the remaining Lease term.

AGREEMENT

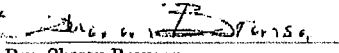
Now, therefore, the parties agree as follows:

- 1. Solar Covered Parking Structure Construction. Banner is and will not be responsible for any construction, maintenance, repair, or replacement obligations related to or arising out of the the proposed solar covered parking structures or the associated electrical equipment that will be installed in the Medical Examiner's building located at 2525 E. District Street, Tucson, Arizona..
- 2. Lease Remains in Effect. The Lease remains in full force and effect as modified by this Amendment.

IN WITNESS WHEREOF, County and Banner have executed this Amendment as of the date indicated below.

PIMA COUNTY, a political subdivision
of the State of Arizona

BANNER-UNIVERSITY MEDICAL
CENTER SOUTH CAMPUS, LLC
an Arizona limited liability company

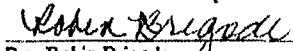

By: Sharon Bronson
Chair of the Board of Supervisors

By:
Title:

Date: AUG 15 2016

Date: 6-16-16

ATTEST:

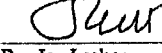

By: Robin Brigode
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


By: Lisa Josker
Director, Facilities Management Department

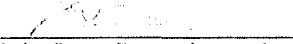
Date: 8/8/16

APPROVED AS TO CONTENT:


By: Jan Leshner
Deputy County Administrator for
Medical and Health Services

Date: 8-8-16

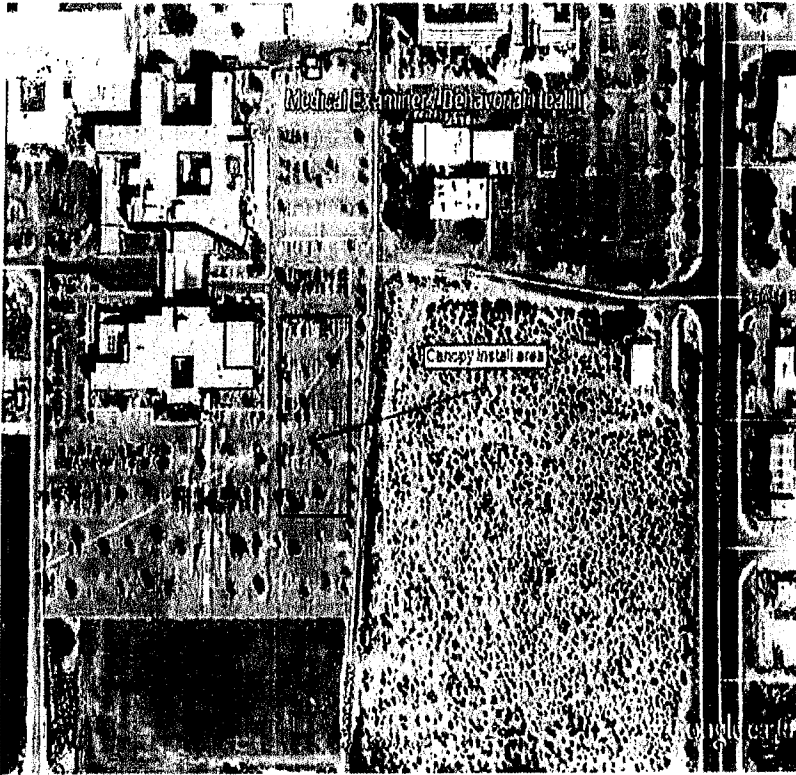
APPROVED AS TO FORM:


Tobin Rosen, Deputy County Attorney

Date: 6/17/16

EXHIBIT A

Medical Examiner/Behavioral Health



Contract No: 0484-07-49059 Amendment No: 07

This number must appear on all correspondence and documents pertaining to this contract.

0484-07-49059

**FOURTH AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PIMA COUNTY AND UNIVERSITY PHYSICIANS HEALTHCARE
FOR KING HOSPITAL CAMPUS
[PIMA COUNTY CONTRACT CT FM 12*2152]**

This Fourth Amendment to Amended and Restated Lease Agreement, dated November 15, 2016 for reference purposes, is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County"), and Banner-University Medical Center South Campus, LLC, an Arizona limited liability company ("Banner").

RECITALS

- A. County and University Physicians, Inc., the name of which was later changed to University Physicians Healthcare ("UPH"), an Arizona nonprofit corporation, previously entered into a lease agreement dated April 27, 2004 (as subsequently amended, the "Lease"), pursuant to which County leased to UPH a hospital facility and some associated real property (the "Hospital") formerly operated by County as Kino Community Hospital.
- B. The Lease was subsequently amended several times and then completely amended and restated by the parties pursuant to the Amended and Restated Lease dated June 21, 2011 for reference purposes. The Lease was further amended by the First Amendment to Amended and Restated Lease executed by the County on August 20, 2012, the Second Amendment to Amended and Restated Lease which was fully executed on May 13, 2014, and the Third Amendment to Amended and Restated Lease which was fully executed on August 16, 2016.
- C. UPH assigned the Lease to Banner, effective February 27, 2015.
- D. Banner has informed County that the Hospital needs certain capital improvements in order for Banner to retain its accreditation from the Joint Commission, including but not limited to, a partial replacement and upgrade of the fire alarm system, and replacement of two critical air handlers, as described on Exhibit A (the "Improvements").
- E. Banner has also informed County that it intends to construct a new psychiatric outpatient clinic within the Hospital as shown on the floor plan attached as Exhibit B (the "Clinic").

AGREEMENT

Now, therefore, the parties agree as follows:

1. Payment for Capital Improvements.

- 1.1. Banner will construct the Improvements in compliance with Pima County's competitive procurement standards. All provisions of Section 17 of the Lease regarding improvements apply to such Improvements, including the requirement to comply with Title 34 of the Arizona Revised Statutes in contracting for the work.

- 1.2. County will pay Banner for the actual cost of the Improvements periodically as Banner incurs the cost, up to but not in excess of \$1,200,000, and for costs incurred between July 1, 2017 and June 30, 2019, up to but not in excess of an additional \$1,800,000.
- 1.3. The periodic payments will be made within ten (10) days after Banner delivers to the County an invoice with documentation substantiating the actual cost or portion of Improvements completed. Documentation of the system and equipment specifications must be provided to County.
2. Preventative Maintenance. Banner will establish and implement a preventative maintenance program for any new systems that are part of the Improvements. Banner will, before or at the same time it submits a request for reimbursement, provide a copy of the program to the Pima County Facilities Management Director for review and approval.
3. Reimbursement for Outpatient Clinic Construction
 - 3.1. Banner will design and construct the Clinic in compliance with competitive procurement standards of Pima County.
 - 3.2. In the event that the Lease is terminated pursuant to Section 3.5 of the Lease, County will reimburse Banner up to but not in excess of \$2 million for the actual cost of designing and constructing the Clinic. The reimbursement amount will be reduced at a depreciation rate of 20% per year from the date the Clinic is substantially complete. The reimbursement will be made within thirty (30) days of Banner's written request for payment.
 - 3.3. Banner must obtain County's prior approval of all Clinic plans and specifications, as required under Section 17.1 of the Lease. Banner must also provide County with documentation substantiating the actual cost of the Clinic at the same time Banner provides County with as-built drawings pursuant to Section 17.2 of the Lease. All other provisions of Section 17 regarding improvements apply as written to such improvements.
4. Lease Remains in Effect. The Lease remains in full force and effect as modified by this Fourth Amendment.

IN WITNESS WHEREOF, County and Banner have executed this Fourth Amendment as of the date indicated below.

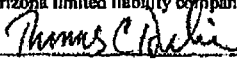
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PIMA COUNTY, a political subdivision
of the State of Arizona


By: Sharon Bronson
Chair of the Board of Supervisors

Date: MAR 07 2017

BANNER-UNIVERSITY MEDICAL
CENTER SOUTH CAMPUS, LLC
an Arizona limited liability company


By:
Title:

Date: 2/13/17

ATTEST:


By: Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


By: Lisa Josker
Director, Facilities Management Department

Date: 2/6/17


By: Jan Leshner
Deputy County Administrator, Community
and Health Services

Date: 2/6/2017

APPROVED AS TO FORM:


By: Deputy Pima County Attorney

Date: 2/13/17

EXHIBIT A - Building Improvements
EXHIBIT B - Outpatient Clinic Location

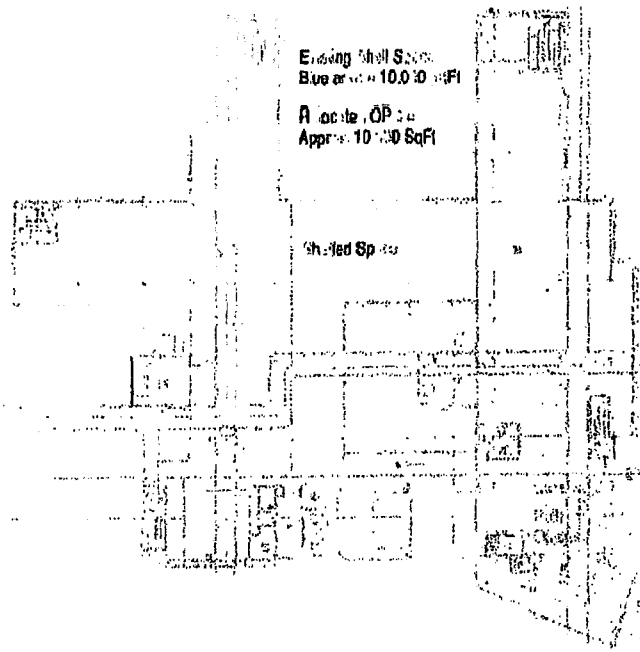
EXHIBIT A

Air Handler Unit #6 serving the Surgery Department on the 2nd floor.

Air Handler Unit #9 serving the Sterile Processing/Distribution and surrounding areas on the 1st floor.

Install a new Edwards System Technology Fire Alarm Control Panel and field devices for the retrofit which will replace the existing Simplex and Johnson Control fire alarm system.

EXHIBIT B





Lisa Josker, Director
150 W. Congress St, 3rd Floor
Tucson, AZ 85701
Office: 520.724.3703
Fax: 520.724.3900

*Rec'd
3:29:17*

March 14, 2017

Banner-University Medical Center South Campus
Sarah Frost
Administrator
2800 E. Ajo Way
Tucson, AZ 85713

VIA CERTIFIED MAIL

RE: Fourth Amendment to Amended & Restated Lease Agreement - Kino Campus

Sarah:

I have enclosed an original of the fully executed Fourth Amendment for your file.

Sincerely,


Melissa Loesch
Program Manager - Senior

Enclosure

Contract No: CT-FM-15-494 Amend...at No: 13

This number must appear on all correspondence and documents pertaining to this contract

**FIFTH AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PIMA COUNTY AND UNIVERSITY PHYSICIANS HEALTHCARE (NOW
ASSIGNED TO BANNER-UNIVERSITY MEDICAL CENTER SOUTH CAMPUS, LLC)
FOR KINO HOSPITAL CAMPUS
[PIMA COUNTY CONTRACT CT FM 12*2152]**

This Fifth Amendment to Amended and Restated Lease Agreement, effective on the date executed by both parties, is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County"), and Banner-University Medical Center South Campus, LLC, an Arizona limited liability company ("Banner").

RECITALS

- A. County and University Physicians, Inc., the name of which was later changed to University Physicians Healthcare ("UPH"), an Arizona nonprofit corporation, previously entered into a lease agreement dated April 27, 2004 (as subsequently amended, the "Lease"), pursuant to which County leased to UPH a hospital facility and some associated real property (the "Hospital") formerly operated by County as Kino Community Hospital.
- B. The Lease was subsequently amended several times and then completely amended and restated by the parties pursuant to the Amended and Restated Lease dated June 21, 2011 for reference purposes. The Lease was further amended by the First Amendment to Amended and Restated Lease executed by the County on August 20, 2012, the Second Amendment to Amended and Restated Lease which was fully executed on May 13, 2014, the Third Amendment to Amended and Restated Lease which was fully executed on August 16, 2016, and the Fourth Amendment to Amended and Restated Lease which was fully executed on March 7, 2017.
- C. UPH assigned the Lease to Banner, effective February 27, 2015.
- D. County and Banner have determined that the Hospital needs certain capital improvements to the County owned building in order for Banner to retain its accreditation from The Joint Commission and to maintain essential operations of the hospital campus, as described on Exhibit A (the "Improvements").

AGREEMENT

Now, therefore, the parties agree as follows:

1. Reimbursement for Capital Improvements.
 - 1.1. Banner shall be responsible for contracting for the Improvements in compliance with all applicable competitive procurement requirements of Pima County and the requirements of Title 34 of A.R.S.
 - 1.2. County will reimburse Banner for the actual cost of the Improvements in an amount up to but not to exceed Three Million Dollars (\$3,000,000.00).



FACILITIES MANAGEMENT

Lisa Josker, Director
150 W. Congress St, 3rd Floor
Tucson, AZ 85701
Office: 520.724.3703
Fax: 520.724.3900

October 13, 2017

*Rec'd
10-17-17*

Banner-University Medical Center South Campus
Sarah Frost
Administrator
2800 E. Ajo Way
Tucson, AZ

VIA CERTIFIED MAIL

RE: Fifth Amendment to Amended & Restated Lease Agreement – Kino Campus

Sarah:

I have enclosed a fully executed original of the above document for your file.

Sincerely,

Melissa Loeschen
Program Manager – Senior

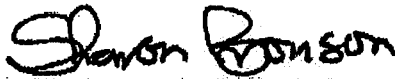
Enclosure

- 1.3. County will make the reimbursement provided for in subsection 1.2 above to Banner within thirty (30) days after Banner provides County with documentation substantiating Banner's final payment of the actual costs of the Improvements and documentation of the system and equipment specifications. All provisions of Section 17 of the Lease regarding improvements apply to such Improvements, including the requirement to comply with Title 34 of A.R.S. in contracting for the work.
- 1.4. Preventative Maintenance. Not later than the time Banner submits a request for reimbursement, Banner will establish a preventative maintenance program for any new systems which are part of the Improvements and will provide a copy of the program to the Pima County Facilities Management Director for review and approval.
2. Lease Remains in Effect. The Lease remains in full force and effect as modified by this Fifth Amendment.

IN WITNESS WHEREOF, County and Banner have executed this Fifth Amendment as of the date indicated below.

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PIMA COUNTY, a political subdivision
of the State of Arizona



Sharon Bronson
Chair of the Board of Supervisors

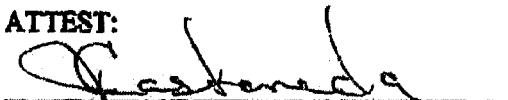
Date: OCT 03 2017

BANNER-UNIVERSITY MEDICAL
CENTER SOUTH CAMPUS, LLC
an Arizona limited liability company

By:
Title:

Date:

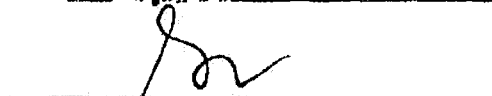
ATTEST:


Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


Lisa Josker
Director, Facilities Management Department

Date: 9/19/17


Francisco Garcia M.D.
Assistant County Administrator for Health
Services and Chief Medical Officer

Date: 19 September 2017

APPROVED AS TO FORM:


Tobin Rosen
Deputy County Attorney

Date: 9/15/17

EXHIBIT A -- Building Improvements

PIMA COUNTY, a political subdivision
of the State of Arizona

Sharon Bronson
Chair of the Board of Supervisors

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

Lisa Josker
Director, Facilities Management Department

Date: _____

Francisco Garcia M.D.
Assistant County Administrator for Health
Services and Chief Medical Officer

Date: _____


APPROVED AS TO FORM:

Tobin Rosen
Deputy County Attorney

Date: _____

EXHIBIT A – Building Improvements

**BANNER-UNIVERSITY MEDICAL
CENTER SOUTH CAMPUS, LLC**
an Arizona limited liability company


By: ~~9-15-17~~ Thomas C Dikson
Title: CEO

Date: 9-15-17

EXHIBIT A

Replace Cooling Tower for Kitchen Equipment- equipment is failing and in need of replacement.

Replace Fire Pump Control System- Per State fire Marshal this system must be replaced to meet current code and life safety regulations.

Replace BHP Chiller #1- This unit has failed and replacement is required to keep the Behavioral Health Pavilion cool.

Replace sewage ejector pump and upgrade the float system- system is at end of life expectancy and frequent repairs are needed.

Replace BAS and install pressure monitors- served Sterile Processing and Operating Rooms for correct pressure regulation.

Replace Medical Gas System- system supplies medical air to entire hospital. Two of three compressors have failed and are in need of replacement.

Replace VFD's- Replaced based on prioritization and budget.

Replace ATS gear- switches are at end of useful life and at risk of failing. Replaced based on prioritization and budget.

Replace central plant roof- roof is leaking and in need of replacement.

**CONSENT TO ASSIGNMENT
(LEASE AND INTERGOVERNMENTAL AGREEMENT)**

This Consent to Assignment (this "*Consent*") is made and entered into as of January ____, 2015 ("*Consent Effective Date*"), by and among Pima County, a political subdivision of the State of Arizona (the "*County*"), University Physicians Healthcare, Inc., an Arizona nonprofit corporation ("*UPH*"), Banner—University Medical Center South Campus, LLC, an Arizona limited liability company (the "*UAHN Assignee*") and The University of Arizona Health Network, Inc., an Arizona nonprofit corporation ("*UAHN*").

RECITALS

A. The County and UPH are parties to an Amended and Restated Lease Agreement, dated June 21, 2011, as subsequently amended, a copy of which is attached as Schedule A to this Consent (the "*Lease*"), pursuant to which the County leases certain real property to UPH, including a hospital facility which UPH operates as the University of Arizona Medical Center – South Campus (the "*Hospital*") (collectively, the "*Premises*").

B. The County is also a party to an Agreement, dated June 15, 2010, as subsequently amended, a copy of which is attached as Schedule B to this Consent, among the County, UAHN and the Arizona Board of Regents, a public body corporate, acting on behalf of the University of Arizona, relating to the operation and funding of the Hospital as part of the University of Arizona College of Medicine Graduate Medical Education Program (collectively, the "*IGA*").

C. Section 7 of the IGA provides that the County will consent to an assignment of the Lease, or sublease of the Hospital building, from UPH to UAHN or a UAHN subsidiary if requested by UAHN.

D. The UAHN Assignee is a sole member limited liability company subsidiary of UAHN.

E. UAHN is requesting that the County provide the County's consent to the assignment of UPH's right, title and interest under the Lease to the UAHN Assignee (the "*Proposed Lease Assignment*").

F. In addition, UAHN has entered into a Principles of Agreement, dated June 21, 2014, whereby (1) UAHN intends to merge into Banner Health, an Arizona nonprofit corporation ("*Banner Health*"), and (2) UMCC, a sole member nonprofit corporation subsidiary of UAHN, intends to merge into Banner—University Medical Center Tucson Campus, LLC, an Arizona limited liability company (collectively, the "*Proposed Merger*").

G. In anticipation of the Proposed Merger, UAHN requests the County's acknowledgement that Banner Health will assume UAHN's obligations under the IGA by virtue of UAHN's merger into Banner Health, and the UAHN Assignee requests the County's consent to certain changes set forth in this Consent that the UAHN Assignee desires to implement as of the effective date of the Proposed Merger (the "*Merger Effective Date*").

AGREEMENT

1. Consent to Assignment.

a. Pursuant to Section 19 (Assignment and Subletting) of the Lease and Section 7 (Lease) of the IGA, at UAHN's request, the County hereby consents to the Proposed Lease Assignment, including the UAHN Assignee's assumption of UPH's obligations under the Lease, and acknowledges and agrees that such assignment will not be deemed an event of default under Section 24.1.3 (Exempt Status) of the Lease. The County further waives any and all of the County's right under Section 24.1.3 (Exempt Status) of the Lease to require the UAHN Assignee to maintain status as an exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (it being understood, however, that the sole member of the UAHN Assignee shall maintain status as an exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended). The terms and conditions of the Lease shall be binding on the UAHN Assignee following such assignment as if it were the original tenant thereunder. If for any reason, the Proposed Lease Assignment does not occur, UPH's interest in the Lease will be retained by UPH.

b. The County does hereby covenant, represent and warrant to the UAHN Assignee as follows:

- (i) The Lease has not been altered, supplemented, amended or modified in any manner whatsoever, except as indicated on Schedule A attached hereto. The Lease is in full force and effect and constitutes a valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- (ii) None of the County or, to the County's best knowledge, UPH is in default under the Lease and no event which, with the passage of time would become an event of default, currently exists.
- (iii) All rental payments and other obligations of UPH under the Lease due or owing on or prior to the Consent Effective Date have been paid, performed or satisfied in full.
- (iv) The term of the Lease will expire on June 16, 2029. UPH has not exercised any of the options to renew granted in the Lease.
- (v) Base rent due under the Lease is Ten Dollars (\$10) per year, payable in annual installments on July 1 each year. UPH is not obligated under the Lease to pay any other rent, escrows, charges or fees to the County on a regular basis.

2. Additional Consents (Proposed Merger).

a. IGA. The County acknowledges that as of the Merger Effective Date, the Proposed Merger will result in UAHN merging into Banner Health, with Banner Health being

the surviving entity of the Proposed Merger, and, as such, the terms and conditions of the IGA shall be binding on Banner Health following such merger as if it were UAHN.

b. Signage and Name Change. Pursuant to Section 16 (Name Change) of the Lease, the County hereby consents to the UAHN Assignee's use of the new name, "Banner—University Medical Center South Campus" in its operation of the Premises on and after the Merger Effective Date. Pursuant to Section 15 (Signs) of the Lease, the County permits the UAHN Assignee to affix and maintain on the Premises such signs, names, insignia, trademarks and descriptive materials to reflect such change in name and the UAHN Assignee's operations on and after the Merger Effective Date, including those insignias and trademarks attached to this Consent as Schedule 2.b.

c. Insurance. Pursuant to Section 21 (Insurance) of the Lease and Section 12.2 (Insurance) of the IGA, the County hereby consents to the insurance policies which the UAHN Assignee anticipates obtaining on and after the Merger Effective Date through certain third party insurers, or through self-insurance, as identified on Schedule 2.c of this Consent.

3. Entire Agreement. This Consent constitutes the entire agreement of the parties with respect to the subject matters set forth herein and supersedes all other prior agreements and understandings, both written and oral, with respect to the subject matters hereof. This Consent may be modified or amended only by a written agreement executed by all parties to this Consent.

4. Severability. If any court of competent jurisdiction holds any provision of this Consent invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Consent shall not in any way be affected or impaired thereby.

5. Counterparts. This Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Consent may be executed by facsimile or electronic signature (including signatures in Adobe PDF or similar format).

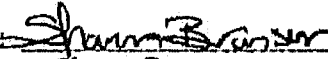
6. Governing Law. This Consent shall be construed and governed by Arizona law. This Consent shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Consent as of the Consent Effective Date.


THE COUNTY:

Pima County, a political subdivision of the State of Arizona

By: 
Name: Sharon Bronson
Title: Chair, Board of Supervisors
JAN 06 2015

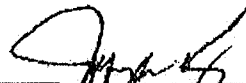
UPH:

University Physicians Healthcare, Inc., an Arizona nonprofit corporation


By: 
Name: Michael Waldman
Title: CEO UAHN

UAHN ASSIGNEE:


Banner—University Medical Center South Campus, LLC, an Arizona limited liability company

By: 
Name: Jeffrey A. King
Title: UAHN VP, General Counsel

UAHN: 
The University of Arizona Health Network, Inc., an Arizona nonprofit corporation

By: 
Name: Michael Waldman
Title: CEO UAHN

ATTEST:

By: 
Name: Robin Brigode
Title: Clerk of the Board of Supervisors

APPROVED AS TO FORM


By: 
Name: REGINA NASSEN
Title: Deputy Pima County Attorney

EXHIBIT C
RULES AND REGULATIONS

1. Except as may be specifically provided in the Sublease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building or Project without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which are visible from the exterior of the Premises, Tenant shall immediately discontinue such use. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Project. The halls, passages, exits, entrances, elevators, escalators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Project and its tenants. No tenant and no employee or invitee of any tenant shall go upon the roof of the Project.

4. Landlord will furnish Tenant, free of charge, with two keys to the entrance doors into the Premises. Landlord may make a reasonable charge for any additional keys. All such keys shall remain the property of Landlord. Tenant shall not make or have made additional keys, and Tenant shall not alter, lock or install a new additional lock or bolt on any door of the Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors in the Premises, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

5. All contractors and technicians rendering any service to Tenant or the Premises shall be referred to Landlord for approval and supervision prior to performing any such service. This applies to all work performed in the Building, including, but not limited to, installation of telephone equipment and electrical devices and installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building.

6. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours, in such elevators and subject to such scheduling as may be designated by Landlord. The freight elevator facilities within the Building are available for use by all tenants of the Building, subject to such reasonable scheduling as Landlord in its sole discretion shall deem appropriate. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, office equipment and

similar items shall comply with the foregoing and be under Landlord's supervision. No deliveries shall be made which impede or interfere with other tenants or the operation of the Building.

7. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms shall be provided at Tenant's expense. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

8. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds, fish or animals.

9. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord.

10. Tenant shall not waste electricity, water or air conditioning, and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Tenant shall keep corridor doors closed.

11. Landlord reserves the right to exclude from the Building during hours other than Building hours of operation, any person unless that person is known to the person or employee in charge of the Building or has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

12. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

13. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage

resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

14. Tenant shall not use the Premises for any business or activity other than that specifically provided for in this Sublease.

15. Tenant shall not install any radio or television antenna, loudspeaker or other devices on the roof(s) or exterior walls of the Building or Project. Tenant shall not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

16. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Sublease pertaining to Alterations. Landlord reserves the right to direct electricians as to where and how telephone wires and cables are to be introduced to the Premises. Tenant shall not cut or bore holes for wires or cabling. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

17. Tenant shall not install, maintain or operate upon the Premises any vending machines.

18. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Project are prohibited, and Tenant shall cooperate to prevent such activities.

19. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

20. Tenant shall store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

21. No cooking shall be done or permitted on the Premises except the use by Tenant of Underwriters' Laboratory (UL) approved equipment for brewing coffee, tea, and other similar hot beverages shall be permitted, and the use of an Underwriter's Laboratory approved microwave oven for employee use shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

22. Without the written consent of Landlord, Tenant shall not use the name of the Building or Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

23. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

24. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

25. The Building hours of operation are, excluding holidays:

[8:00 a.m. to 6:00 p.m. - Monday through Friday]

[9:00 a.m. to 1:00 p.m. - Saturday]

26. Tenant's requirements will be attended to only upon appropriate application to the Project management office by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

27. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Sublease.

29. Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in Landlord's judgment, may from time to time be needed for safety, comfort and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional rules and regulations which are adopted.

30. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, customers, invitees and guests.

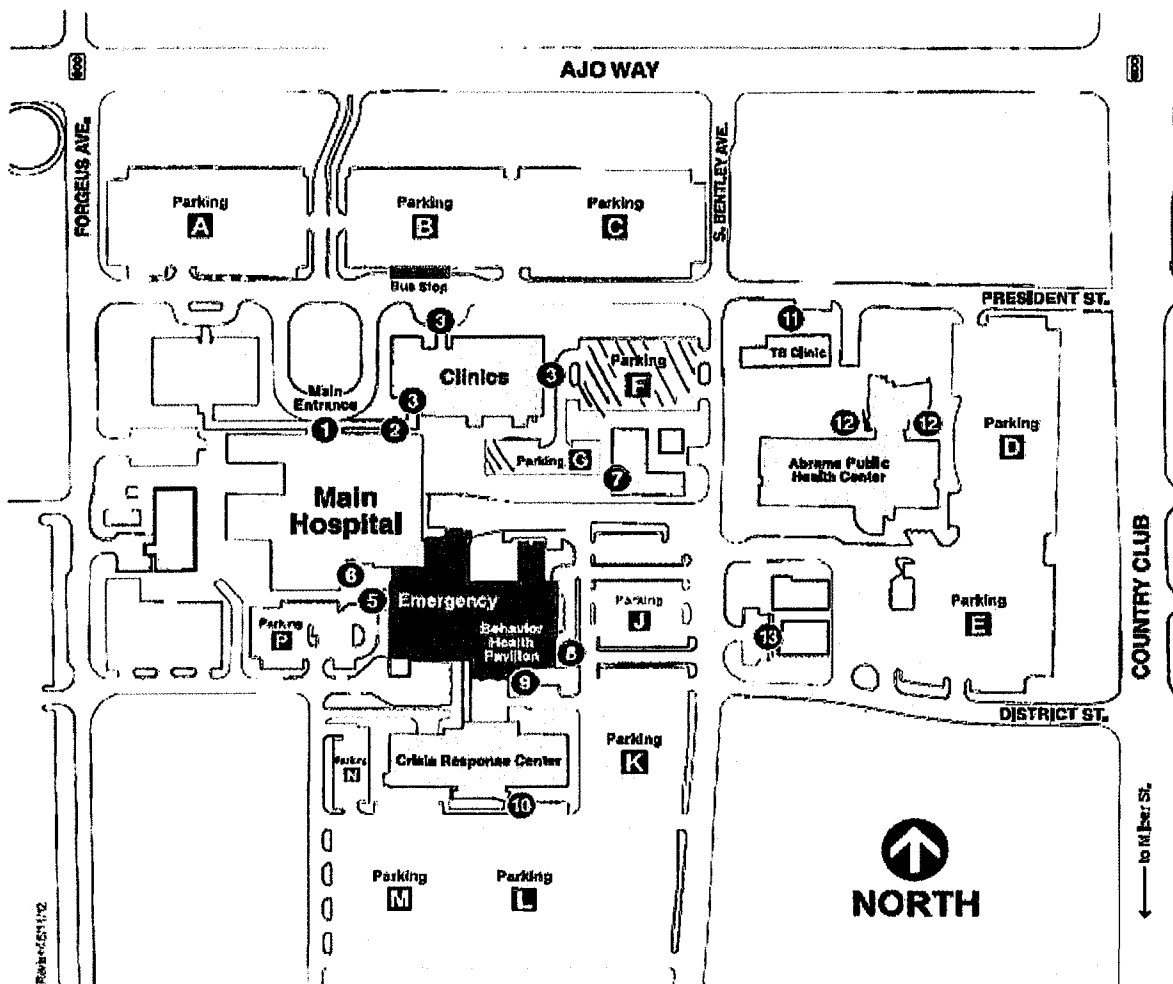
31. Landlord reserves the right to charge as Additional Rent to Tenant, any extra costs incurred by Landlord as a result of Tenant's violation of these Rules and Regulations.

32. If Tenant requires telephonic, burglar alarm or similar services, it shall first obtain Landlord's written consent thereto, which consent may be withheld in Landlord's sole discretion, and Tenant shall comply with all of Landlord's instructions in their installation.

33. No smoking is allowed in the Building, Premises, exterior common areas, landscaped areas or parking lots in accordance with Prime Lessor's Tobacco Free Policy C3-18 that is attached as Exhibit E.

EXHIBIT D PARKING SITE PLAN

**Site Directory
South Campus
2800 E. Ajo Way
Tucson, AZ. 85713**



- | | | | | | |
|--|-------------------------------|---|---|--------------------------------|---|
| 1 | 2 | 3 | 5 | 6 | 7 |
| Main Lobby Reception Desk | Pharmacy Lab Entrance | South Campus Clinics (Outpatient) | Emergency Reception Desk | Cardiovascular Services | Sports Medicine Physical Therapy |
| 8 | 9 | 10 | 11 | 12 | 13 |
| Behavioral Health Pavilion/ Security | Pima County Superior Court | Crisis Response Center | Pima County TB Clinic (Park in Lot C) | Abrams Public Health Center | Pima County Medical Examiner's Office Forensic Science Center |

EXHIBIT E
TOBACCO-FREE ENVIRONMENT POLICY



PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

| | | |
|--|----------------------|-------------|
| Subject: Tobacco-Free Environment | Policy Number | Page |
| | C 3.18 | 1 of 2 |

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 products. The purpose of this tobacco-free policy is to create tobacco-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-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-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 products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

Definitions:

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

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



**PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY**

| | | |
|--|----------------------|-------------|
| Subject: Tobacco-Free Environment | Policy Number | Page |
| | C 3.18 | 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-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-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-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-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:

Pima County Ordinance, Chapter 2.12
Pima County Code, Section 8.50

Adopted Date: November 13, 2012
Effective Date: January 1, 2013