AGREEMENT TO PROVIDE ECONOMIC BENEFITS
5425 East Broadway Boulevard

This Agreement to Provide Economic Benefits (this "**Agreement**") is effective as of the date set forth on the signature page hereof ("**Effective Date**") by and between SWGJAG, L.L.C., an Arizona limited liability company dba The UPS Store 2239 ("**UPS**"), and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the "**District**"). UPS and the District are sometimes referred to in this Agreement, collectively, as the "**Parties**" or, individually, as a "**Party**."

RECITALS

A. The District is a Tax Increment Finance District ("**TIF**"), which is funded in part through a share of the Transaction Privilege Taxes ("**TPT**") collected by the Arizona Department of Revenue ("**AZDOR**") from retail sales within the District's boundaries. To receive such funds, the District relies on the proper reporting of TPT by merchants within the District's district, as further set forth in Section 3(c) herein.

B. The predecessor-in-interest to Broadway Investors Group LLC, an Arizona limited liability company, AJO/I-19 Broadway Craycroft, LLC, an Arizona limited liability company, and KVP Broadway Craycroft, LLC, an Arizona limited liability company (as tenants in common, collectively, "**Landlord**"), SDR Associates, L.L.C., an Arizona limited liability company ("**SDR**") and Schuyler Purdy and Mary Purdy, husband and wife (collectively, "**Purdy**") entered into a Lease dated as of August 19, 1993 (the "**Original Lease**") concerning premises described therein and commonly known as 5425 East Broadway Boulevard, Tucson, Arizona 85711 (as more particularly described in the Lease, the "**Premises**"). The Original Lease was amended by that certain Lease Amendment (with Assignment) dated as of May 1, 2001, pursuant to which Purdy assigned its interest in the Lease to Coelho Enterprises, Inc., an Arizona corporation ("**Coelho**"), and Coelho assumed all obligations of the tenant under the Original Lease, as amended. The Original Lease was further amended by SDR and Coelho pursuant to that certain Second Lease Amendment dated as of March 1, 2006. The Original Lease, as amended, was further amended by that certain Third Lease Amendment (with Assignment) dated as of December 1, 2006, pursuant to which (i) Coelho assigned its interest in the Original Lease, as amended, to Plane Free Enterprises Inc., an Arizona corporation ("**PFE**"); (ii) PFE assumed all obligations of the tenant under the Lease; and (iii) Alan Muhs ("**Muhs Guarantor**"), a shareholder of PFE, agreed to guaranty all obligations of the Tenant under the Original Lease, as amended. The Original Lease, as amended, was further amended by that certain Fourth Amendment (with Assignment) dated as of February 29, 2008, pursuant to which (i) PFE assigned its interest in the Lease to Stewart Ventures, LLC, an Arizona limited liability company ("**SV**"); (ii) SV assumed all obligations of the tenant under the Lease; and (iii) Michael Stewart (the "**Stewart Guarantor**"), the manager of SV, agreed (without releasing the guaranty of Muhs Guarantor) to guaranty all obligations of the tenant under the Original Lease, as amended. The Original Lease, as amended, was further amended by that certain Fifth Lease Amendment dated as of May 16, 2013. The Original Lease, as amended, was further amended by that certain Sixth Lease Amendment (with Assignment) dated as of September 26, 2013, pursuant to which (i) SV assigned its interest in the Lease

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to UPS; (ii) the Lease Term was extended to expire on October 31, 2018; and (iii) Scott W. Goldsmith and Joyce A. Goldsmith agreed (without releasing the guaranty of Muhs Guarantor or Stewart Guarantor) to guaranty all obligations of the tenant under the Original Lease, as amended. The Original Lease, as amended, was further amended pursuant to that certain Seventh Lease Amendment dated as of October 30, 2017, and further amended by that certain Eighth Lease Amendment and Extension Agreement dated May 3, 2022. The term "**Lease**" means the Original Lease as so amended, and as may be from time to time further amended, together with all addenda, exhibits and existing lease guaranties. Landlord owns fee title to the Premises, which Premises is part of a larger parcel known as Pima County Assessor parcel number 127-08-187F, which is legally described in Exhibit A, attached hereto. The Premises is comprised of approximately 1,400 square feet of rental space leased by UPS pursuant to the Lease.

C. UPS has invested or will invest approximately $91,000.00 in hard construction costs into the Premises to renovate and remodel the Premises as described and depicted in Exhibit B (the construction proposal, architectural drawings, and renderings—all of which shall be produced and shall be consistent with the presentation made by UPS at the District's October 22, 2024, board meeting—collectively, the "**Construction Proposal**") to develop and remodel the existing space, currently operating as a UPS Store, located in the Premises (collectively, the "**Project**").

D. After the Project's completion, UPS anticipates that the Premises will immediately generate substantial revenue that will produce TPT revenues for the District.

E. At the Rio Nuevo District's public meeting on October 22, 2024, UPS requested the District's financial assistance to complete construction, remodeling, and repurposing of the above-referenced area in the Premises. UPS's goal is to complete development and commence its expanded operations before April 15, 2025.

F. The District's board members (the "**Board Members**") have determined that the remodeling, repurposing, and development of the above-referenced areas in the Premises, and the District's support of the Project in the Premises, will generate substantial taxable revenue, appreciably increase employment opportunities, and will therefore benefit downtown Tucson, the Convention Center, and the District in general.

G. During the public meeting on October 22, 2024, the District approved—subject to other language and restrictions herein—a cost-reimbursement grant up to, but not to exceed, $45,000.00 (the "**Economic Incentive**") to UPS for the purpose of reimbursing UPS for as-completed hard construction draw costs (i.e., costs other than architectural/design work, legal fees, permits, and furniture, fixtures, or equipment) and/or other improvements to the Project in compliance with the Construction Proposal.

H. The Parties agree that the purpose of this Agreement is to detail the terms and conditions of the Economic Incentive that the District has agreed to provide UPS for assistance with completing the Project in the Premises, and to generally describe the terms and conditions that the Parties will incorporate into their relationship thereafter with respect to the Project.

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AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants, promises, and agreements herein, the Parties agree as follows:

1. **Recitals**. The Parties hereto acknowledge the accuracy of the Recitals and understand that each Party is relying on the truth of the other Party's representations in the Recitals to support the Economic Incentive herein, which are incorporated herein by this reference.

2. **Definitions**. Each term defined in the Recitals and preamble of this Agreement has its assigned meanings, and each of the following terms, unless a different meaning clearly appears from the context, has the meaning assigned to it below:

"**Affiliate**" as applied to any person means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition: (i) "control" (including, with correlative meaning, the terms "controlling," "controlled by," and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract, or otherwise; and (ii) "person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint venture associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts, or other organizations, whether or not legal entities.

"**Applicable Laws**" means the federal, state, county, and local laws (statutory and common law), ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City which apply to the development of the Premises from time to time.

"**Architect**" means the architect engaged by UPS to complete the formal plans and specifications for the Project as detailed in the Construction Proposal.

"Causes of Loss - Special Form" means the insurance coverage form that provides protection against a broad range of risks including, but not limited to, fire, theft, vandalism, and accidental damage, except for those causes of loss specifically excluded under the terms of the policy. This form typically covers all risks of physical loss or damage to property unless the damage is specifically excluded by the policy's terms.

"**Certificate of Occupancy**" means an official document issued by the local governing authority certifying that a building or property complies with all applicable building codes, zoning laws, and other regulatory requirements, and is authorized for its intended use and occupancy. The Certificate of Occupancy confirms that the property has passed all necessary inspections (including, but not limited to, safety, electrical, plumbing, fire, and structural) and meets all legal and safety standards required for occupation.

"**City**" means the City of Tucson, Arizona.

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"**Contractor**" means UPS's general contractor engaged for the completion of the Project, at all times in accordance with the accepted Construction Proposal.

"**Convention Center**" means the Tucson Convention Center, constituting the primary component of the District as that term is defined in A.R.S. § 48-4201.

"**Cure Period**" has the meaning assigned in Section 6(a) hereof.

"**Default**" means a default by a Party of any term, condition, obligation, warranty, representation, or covenant of this Agreement that: (i) is not reasonably capable of being cured or (ii) otherwise remains uncured after the applicable Cure Period.

"**Draw Notice**" has the meaning assigned in Section 5(c)i) hereof.

"**Economic Incentive**" has the meaning assigned in the Recitals of this Agreement but is subject to other language and restrictions herein.

"**Enforced Delay**" has the meaning assigned in Section 8(a) hereof.

"Improvements" means UPS's planned improvements to the Premises, in compliance with the descriptions, plans, and other information in the Construction Proposal.

"**Minimum Requirements**" means certain continuing obligations and requirements of UPS, applicable at all times during the Term of this Agreement and as specifically set forth in Section 3(a) of this Agreement.

"**Notice**" means any objection, approval, disapproval, demand, document, or other notice permitted or required under this Agreement.

"**Order**" means the order, judgment, action, or determination of any court, administrative agency, governmental authority, or other governmental body.

"**Permitted Assignee**" has the meaning given in Section 9(m) hereof.

"Property Insurance" means insurance coverage purchased to protect against loss, damage, or destruction of property due to risks such as fire, theft, vandalism, natural disasters, or other perils as specified in the applicable insurance policy. Property Insurance may include coverage for real property, personal property, equipment, inventory, and other assets, and shall be maintained by the Party responsible for the property as required under the terms of this Agreement.

"**Term**" means the term of this Agreement, beginning upon the Effective Date and terminating in accordance with Section 9(n) hereof.

"**Third Party**" means any person or entity other than a Party or an Affiliate of a Party.

"**TPT Forms**" has the meaning given in Section 3(c).

3. Recipient's Minimum Requirements. To be eligible for the Economic Incentive provided by the District, UPS shall at all times satisfy the following Minimum Requirements:

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(a) Timing of Improvements. The Improvements to the Premises and Project contemplated by this Agreement must be completed, and a Certificate of Occupancy issued, no later than April 30, 2025.

(b) Insurance. In addition to any insurance required under the Lease, UPS shall maintain at its own cost and expense the following: (i) Causes of Loss-Special Form (formerly "all-risk") Property Insurance against loss or damage to the existing and new improvements and betterments on the Premises, written at replacement cost value and with a replacement cost endorsement, covering the Premises for the Lease's term (as provided in the Lease); and (ii) builder's risk insurance to be maintained during the construction by Contractor, as contemplated by this Agreement, in the full amount of the cost of the improvements, and UPS shall further cause all its contractors and subcontractors to maintain insurance reasonably required by the District. The above-referenced insurance policies shall include an endorsement to provide a waiver of subrogation in favor of the District and shall be endorsed to include the District as "an additional insured," and UPS and Contractor shall maintain such policies with responsible insurance companies with an A.M. Best's rating of A-VIII or better, authorized to do business in the State of Arizona. UPS shall provide a copy of such policies with the appropriate endorsements and additional insured designations upon execution of this Agreement.

(c) Tax Reporting. UPS shall file with the AZDOR a Form TPT-EZ on a monthly basis, and a Form TPT-1 on an annual basis (collectively, the "**TPT Forms**"), until the latter of: (a) the District sunsets (i.e., is no longer authorized to accept TPT or operate); or (b) UPS stops operating within the District. For both of these filings, UPS shall identify the region code as "PAD." UPS also acknowledges, agrees, and understands that for the District to receive TIF funding, it is imperative that UPS properly file all tax forms to memorialize all appropriate sales made within the District's district. In the event that UPS stops operating before generating TIF funding that exceeds the Economic Incentive herein, or it is determined by the District, the AZDOR, or the City of Tucson that UPS has failed to properly or timely file any of the TPT Forms or stopped operating in the District's district before generating TPT revenues that match the Economic Incentive provided by the District to UPS hereunder, such failure shall be considered an event of Default hereunder, and the District shall have all rights available to it hereunder including, without limit, the right to claw back from UPS (pursuant to Section 6(b)i) the difference between any and all Economic Incentive payments made to UPS at the time of such Default minus any TPT funds originating from UPS's operation/sales, and cease any pending or future distributions of any requested Economic Incentive payments to UPS. Further information regarding TPT funds and tax filings is included in Exhibit C.

(d) Conditions Precedent. For the duration of this Agreement and the Project, the foregoing Minimum Requirements are, and shall at all times remain, express conditions precedent to the District's obligation to provide (or continue to provide) any amount of the Economic Incentive funding for the construction, renovation, and remodeling of the Premises.

4. The District's Findings. The District has determined that UPS's satisfaction of the Minimum Requirements: (a) will benefit the District, the Convention Center, and the City in numerous ways including, without limitation, (i) increasing TPT revenues and other revenues, (ii) increasing the District's and City's employment base, (iii) stimulating further economic development in and around the Convention Center and within the District's district, and

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(iv) otherwise improving or enhancing the economic welfare of the downtown Tucson area, the Convention Center, and the District, in general; (b) is not likely to occur (or to occur at this time and/or in this manner and/or in the Premises) without the benefits provided in this Agreement; and (c) demonstrates the potential to generate revenues and other benefits (both tangible and intangible) to the District that outweigh, or are not disproportionate to, the costs associated with those benefits.

5. Economic Incentive for Recipient.

(a) Release of Funds. Based upon the District's findings in Section 4, and subject to UPS's continuing satisfaction of the Minimum Requirements in Section 3 and all other terms and conditions herein, the District will pay the Economic Incentive as described in this Section 5.

(b) Amounts & Limitations. The total Economic Incentive eligible to be paid to UPS shall not exceed the lesser of: (i) 50% of the total construction costs actually paid by UPS to complete the Improvements and Project, as described in the Construction Proposal; or (ii) $45,000.00.

(c) Distribution Procedure. For the avoidance of doubt, the Economic Incentive will be payable in *pro rata* installments, proportional to actual work and construction progress completed on the Project. Accordingly, the District will release each installment of funds in an amount consistent with the latest construction draw submitted by UPS's Contractor and only upon completion of the following required conditions:

i. UPS and/or Contractor shall deliver to the District a signed construction draw ("**Draw Notice**") proving the Improvements have been made in the Premises in compliance with the applicable Draw Notice and Construction Proposal;

ii. For each Draw Notice submitted by UPS or Contractor, UPS (or its Architect) shall further provide written verification that: (X) certain improvements and work consistent with the applicable Draw Notice number have been made in the Premises in compliance with the Construction Proposal, and (Y) proof of payment to Contractor and each of the applicable subcontractors and suppliers for Economic Incentive draws previously paid by the District. For the avoidance of doubt, the requisite proof of payment shall include the lien waivers as elsewhere described in this Section;

iii. Upon completion of the foregoing, the District shall have 10 business days from the date of receipt of UPS's applicable Draw Notice to inspect the construction work and confirm such work is in accordance with the Construction Proposal, if applicable, and the submitted Draw Notice. Within 7 business days of such inspection, the District shall notify UPS in writing if the work (or any portion thereof) is not approved, and the District may withhold any Economic Incentive payment to UPS until such time as the work has been corrected or performed in accordance with the District's notice and to its satisfaction. If the District fails to inspect the property or provide notice within the time periods specified, the District will conclusively be deemed to have approved the Draw Notice; and

iv. As a further condition for release of each installment, UPS shall provide applicable lien waivers including, without limit, conditional lien waivers from all

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contractors, subcontractors, and suppliers with each Draw Notice as a condition for release of any Economic Incentive payment(s) by the District, and unconditional lien waivers evidencing such payments for each subsequent Draw Notice. All such lien waivers shall be in the form prescribed in A.R.S. § 33-1008.

Subject to the other terms and conditions in this Agreement, if UPS satisfies each of the foregoing conditions in this Section 5(c), as well as the other applicable terms and conditions in Section 5, the District shall release the applicable installment of Economic Incentive funds. For any work approved by the District, each such installment shall be released no later than 14 business days following the date the District inspects and approves the construction work in the Premises and work pursuant to Section 5(c)iii) and (iv), above.

(d) Tax Filings. UPS hereby understands and agrees that a precondition to its eligibility for the Economic Incentive is to file the Tax Forms according to the terms and procedures set forth in Section 3(c) and Exhibit C hereof.

(e) Sole Use. UPS hereby irrevocably covenants and agrees to use the Economic Incentive solely to defray UPS's actual costs for the construction, renovation, and repurposing of the Premises in compliance with the Project and Construction Proposal.

(f) Documentation. UPS shall promptly provide the District with any and all documentation and/or evidence that the District requests to establish that the Economic Incentive granted herein, and each installment of Economic Incentive funds made to UPS hereunder, is used consistently with the District's stated purpose and goals, this Agreement, and the Construction Proposal documents.

(g) No Material Change in Scope. UPS agrees that it shall not materially change the scope of this Project without first notifying the District in writing and negotiating with the District before any material changes are made to the Project.

(h) Termination of Right to Economic Incentive. In addition to such other restrictions and conditions expressly contained in this Agreement, UPS's right to Economic Incentive funds will terminate at the earlier of: (i) the completion date of the Improvements and payment by the District of the Economic Incentive pursuant to Section 5(b), or (ii) April 30, 2025. Notwithstanding the foregoing, if none of the work anticipated under this Agreement has commenced by April 10, 2025, this Agreement, without further act or notice required, shall automatically expire and terminate, and the Parties shall have no rights or obligations hereunder.

6. Default, Cure & Remedies.

(a) Party Default. If either Party violates any term or condition of this Agreement or fails to perform its obligations under this Agreement and such violation and/or failure continues for a period of 30 days after written notice thereof from the other Party (the "**Cure Period**"), such failure shall constitute a Default under this Agreement; *provided*, however, that, if the violation or failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform its obligations so long as such Party commences performance or compliance within said Cure Period and diligently proceeds to complete such performance. Any

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notice of a Default shall specify the nature of said Default and the manner in which said Default may be satisfactorily cured, where possible. If said Default is not cured within the Cure Period, or by its nature cannot be cured, the non-defaulting Party shall have the remedies available to them in Section 6(b) or Section 6(c) of this Agreement, as applicable.

(b) The District's Remedies. Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by UPS in accordance with this Agreement, the District's remedies shall include, without limit, the following:

i. Upon any Default which continues for 30 days or more after the Cure Period (unless additional time is required to cure such Default as provided elsewhere in this Section), the District shall—without incurring any penalty or liability whatsoever—be entitled to, in all cases, recover from UPS any and all Economic Incentive payments made during the period of any properly noticed and uncured Default, and immediately cease all future Economic Incentive payments to UPS;

ii. In addition to all other rights and remedies available to the District, the following uncured events of Default shall give the District the right to claw back from UPS all Economic Incentive payments previously disbursed to UPS:

(xxiv) Misuse or misappropriation, or material misrepresentation or omission as to the use or purpose, of any Economic Incentive funds received hereunder, irrespective of when during the Term such misuse, misappropriation, or misrepresentation occurred;

(xxv) Failure to properly and timely complete and file TPT Forms as set forth in Section 3(c); and

(xxvi) Material misrepresentation or omission on the part of UPS to induce and/or secure the Economic Incentive or regarding the Construction Proposal.

iii. Upon any Default, the District shall be entitled to any other remedies as may be available at law or in equity. All remedies of the District shall be cumulative and not exclusive of one another, and the District's exercise of any remedy (or remedies) shall not constitute a waiver or election with respect to any other available remedy (or remedies). For the avoidance of doubt, the foregoing rights and remedies of the District shall be available after the Term for any Default unless otherwise expressly agreed in a separate writing signed by the District.

iv. For avoidance of doubt, District shall have no right to claw back any payments made by UPS to Landlord under the Lease.

(c) UPS's Remedies. Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the District in accordance with the requisite notice and Cure Period provisions of this Agreement, the District expressly acknowledges and agrees that UPS may seek specific performance, an injunction, special action, declaratory relief, or other similar relief requiring the District to undertake and fully and timely perform its obligations under this Agreement and/or UPS

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may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to UPS and not for any other damages of any kind or nature.

(d) Limitation on Damages. Except as limited herein, claims for damages (when and if permitted) shall be limited to actual damages as of the time of entry of judgment. The Parties each hereby waive any and all rights to seek or receive punitive, multiple, exemplary, consequential, or other damages.

(e) Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights nor limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the performing Party or with respect to the particular Default, except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by the doctrine of waiver.

7. <u>Representations and Warranties and Covenants</u>.

(a) Of UPS. UPS represents, warrants, and covenants to the District that:

i. Organization. UPS is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Arizona, and UPS has the power, right, and authority to enter into this Agreement, and consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court, and this Agreement shall constitute a legal, valid, and binding obligation of UPS, enforceable against it in accordance with the terms and conditions herein.

ii. Performance. UPS shall execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement and evidence this Agreement and shall timely perform all of its obligations under the Lease and this Agreement.

iii. Litigation. As of the date of this Agreement, UPS knows of no litigation, proceeding, or official investigation contesting the powers of UPS or its officers with respect to this Agreement, including UPS's execution, delivery, and performance hereof, that has not been disclosed in writing to the District.

iv. Contracts. Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder violates or shall violate any contract or agreement to which UPS is a party.

v. Indemnification. Upon the filing by any Third Party of any action at law or in equity or the assertion of any claim, cause of action, or judicial or non-judicial proceeding relating or pertaining to UPS's performance or failure to perform its obligations under this Agreement, whether or not UPS is a party to such claim, action, or proceeding, and whether or not negligence or gross negligence by the District is alleged, UPS shall

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cause such action or proceeding (including all claims against the District, its directors, officers, agents, or employees) to be timely defended by counsel selected by UPS and acceptable to the District in its reasonable discretion. The District shall fully cooperate in the defense of such action or proceeding in coordination with UPS's counsel, at UPS's sole cost and expense. The District may, in its sole discretion, select its own counsel to defend the District, at the District's own cost and expense. In addition to the foregoing, UPS shall indemnify, defend, and hold the District, its Board Members, officers, representatives, agents, attorneys, and employees, harmless for, from, and against any liability, loss, claim, action, or demand including attorney's fees and costs that may arise out of or is connected (A) with UPS's breach of any covenant, representation, warranty, or term in this Agreement; or (B) to the Improvements to the Project or the Economic Incentive provided by the District to UPS. Notwithstanding anything in this Agreement to the contrary, UPS's obligations in this Section 7(a)v) shall survive termination and/or the expiration of this Agreement.

vi. *No Consideration to Third Parties*. UPS has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, and attorneys.

vii. *Nature of Alterations*. The alterations and renovations contemplated to be constructed by UPS within the Premises are cosmetic in nature and do not constitute or involve any alteration or other changes to the roof, roof deck, footings, foundation, structural steel, load-bearing columns, joists, structural floors, composite concrete elevated slab, and exterior and interior load-bearing walls of the Premises, or that affects the proper functioning, efficiency, expected useful life or any warranty in respect of, the Building's mechanical, electrical, sanitary, plumbing, heating, air-conditioning, ventilating, utility or any other service systems. Without limiting anything contained in the Lease or the obligations of UPS thereunder, UPS expressly acknowledges that Section 10 of the Lease governs alterations and Section 12 of the Lease requires that UPS keep the Premises, the Buildings, the land on which the Premises and Buildings are situated and the remainder of the Shopping Center free from all liens arising out of any work performed, materials furnished or obligations incurred on behalf of UPS or its agents, servants, employees, subtenants and concessionaires, as further set forth in the Lease. This Agreement is subordinate to the Lease.

(b) The District.

i. *Organization*. The District is a special taxing district of the State of Arizona, duly organized, validly existing, and in good standing under the laws of the State of Arizona, and has the power, right, and authority to enter into this Agreement and to consummate the transaction contemplated hereby, without the consent or joinder of any other party, or order or approval of any court, and this Agreement shall constitute a legal, valid, and binding obligation of the District, enforceable against the District, in accordance with the terms and conditions herein.

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ii. *Performance*. The District will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement and evidence this Agreement.

iii. *Litigation*. As of the date of this Agreement, the District knows of no litigation, proceeding, initiative, referendum, or official investigation contesting the powers of the District or its officials with respect to this Agreement, including the District's execution, delivery, and performance hereof, that has not been disclosed in writing to UPS.

iv. *Other Contracts*. Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder violates or shall violate any contract or agreement to which the District is a party.

v. *Indemnification*. The District shall indemnify and defend UPS, its managers, members, representatives, agents, and employees from and against any liability, loss, claim, action, or demand, including reasonable attorneys' fees and costs, which arise out of or is connected with the District's breach of any covenant, representation, warranty, or term in this Agreement. The District's indemnification obligation above shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

(c) Limitation on Representations. Except as expressly stated herein, no Party has made any representation regarding the validity, enforceability, tax effect, or any other aspect of this Agreement.

8. <u>Enforced Delay</u>.

(a) Events Constituting Enforced Delay. Whether stated or not, all periods of time in this Agreement are subject to this Section. Neither Party, as the case may be, shall be considered to have caused a Default, nor shall UPS be deemed to have failed to satisfy UPS Minimum Requirements with respect to its obligations under this Agreement, in the event of a delay (an "**Enforced Delay**") due to causes beyond its control and without its fault, negligence, or failure to comply with the Applicable Laws including, but not restricted to:

i. acts of God; acts of the Federal or State government; acts of a Third Party; litigation or other action authorized by law concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby; fires, floods, pandemics, epidemics, quarantines, restrictions, strikes, embargoes, labor disputes, and unusually severe weather, or the delays of subcontractors or materialmen due to such causes; act of a public enemy; war, terrorism or act of terror (including, but not limited to, bio-terrorism or eco-terrorism); nuclear radiation; declaration of national emergency or national alert; blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence; any exercise of the power of eminent domain by any governmental body on behalf of any public, quasi-public, or private entity; or declaration of moratorium or similar hiatus directly affecting the Premises and property by any governmental entity; or

ii. any Order which delays the completion of the work or other obligation of the Party claiming the delay, unless it is shown that such Order is the result of the failure

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to comply with Applicable Laws by the Party claiming the delay; *provided*, however, that the contesting, in good faith, of any such Order shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, from the unavailability of financing or financing on terms acceptable to UPS, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors, or lenders desired by UPS. It is understood and agreed that UPS will bear all risks of delay, which is not Enforced Delay.

(b) Notice of Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period equal to the duration of the Enforced Delay. The Party seeking the benefit of this Section shall, within 30 days after such Party knows or reasonably should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay.

9. <u>General Provisions</u>.

(a) Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Unless expressly provided for in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its sole benefit; however, unless otherwise provided for herein, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

(b) Construction, Governing Law, and Venue. This Agreement shall be interpreted according to Arizona law and shall be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the Party preparing this Agreement or any part hereof. Any dispute or controversy relating to this Agreement, including the breach and enforcement thereof, shall take place in the Superior Court of Pima County, Arizona.

(c) Time. Time is strictly of the essence for each and every provision of this Agreement.

(d) No Commission. Both Parties represent that no unpaid commission is outstanding with respect to this Agreement, and each Party indemnifies the other against brokerage or commission claims arising out of the indemnifying Party's actions.

(e) Attorneys' Fees. If any action is brought by any Party in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs as determined by the court, including reasonable attorneys' fees incurred before any court or enforcement action that relate to the enforcement hereof.

(f) Binding Effect. This Agreement and all instruments or documents entered into pursuant hereto are binding upon and shall inure to the benefit of the Parties (as appliable) and their respective permitted successors and assigns.

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(g) Further Assurances and Documentation. Each Party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purposes of this Agreement and to effectuate the provisions of this Agreement and the rights of each Party.

(h) Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding day, which is not a Saturday, Sunday, or legal holiday.

(i) Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

(j) Entire Agreement. This Agreement, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitutes the entire agreement between the Parties pertaining to the subject matter in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties and consented to and approved by Landlord in writing.

(k) Counterparts. This Agreement may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

(l) Approvals and Notices. Any Notice that any Party may desire or may be obligated to give to any other Party shall be in writing and may be given by personal delivery; registered or certified mail (return receipt requested); email transmission (with delivery receipt); or by commercial courier to the Party, or its successors or assigns, to whom the Notice is intended at the address of the Party set forth below or at any other address as the Parties may later designate in writing. Change of address by a Party shall be given by Notice as provided in this Section:

If to the District: Rio Nuevo Multipurpose Facilities District
Attn: Fletcher McCusker
1703 East Broadway Boulevard
Tucson, Arizona 85719
Email: fjmccusker@gmail.com

With a copy to: Farhang & Medcoff, PLLC
Attn: Timothy Medcoff, Esq.
100 South Church Avenue, Suite 100
Tucson, Arizona 85701
Email: tmedcoff@farhangmedcoff.com

If to UPS: **The UPS Store**
Attn: Scott Goldsmith
5425 East Broadway Boulevard
Tucson, Arizona 85711
Email: store2239@theupsstore.com

Doc ID: e206c05fbbb3586ebd93507f54c343037e088b7e

(m) Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties; *provided*, however, that UPS's rights and obligations hereunder may be assigned or transferred only at any time the assignor is not in Default under any provision of this Agreement to a single person or entity that has acquired the entirety of such rights and obligations as a successor in interest to UPS; and *provided further* that the successor has expressly and in writing, for the benefit of the District, assumed all of the obligations of the assignor under this Agreement. An assignee pursuant to an assignment or transfer made in compliance with all of the terms and provisions of this Agreement may be referred to as a "**Permitted Assignee**." Any assignment or transfer not made in compliance with all of the terms and provisions of the Agreement shall be void *ab initio*, and not voidable, and shall vest no rights in the purported assignee or transferee.

(n) Term. Subject to any express provision to the contrary, the Term shall automatically expire and terminate, without further act or notice required, upon the occurrence of the events contemplated in Section 5(h). Following the Term, the Parties shall have no rights or obligations hereunder; *except* that, notwithstanding anything in this Section or Agreement to the contrary, the Parties' respective indemnification obligations set forth in Section 7 shall survive along with any other rights and obligations of the Parties as may be otherwise expressly provided in this Agreement.

(o) No Partnership; Third Parties. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture, or other similar arrangement between the Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization, or corporation, not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or standing to any cause of action hereunder; *except* that the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Board Members, officers, and employees of the District acting in the course and scope of their employment or engagement and all such persons shall be, and are intended to be, third party beneficiaries of such indemnification provisions.

(p) Limited Severability. The Parties agree that, in the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the District to do any act in violation of any Applicable Law), such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect; *provided* that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Further, the Parties shall perform all acts and execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as and if reformed in accordance with this Section 9(p).

(q) No Liability of the District Officials. No director, officer, official, representative, agent, attorney, or employee of the District shall be personally liable to UPS, or to any successor in interest to UPS, in the event of any Default by the District, or for any amount which may become due to UPS or its successors, or with respect to any obligation of the District pursuant to this Agreement.

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(r) The District Expenditures. Notwithstanding anything to the contrary herein, the District's cumulative financial responsibility for all payments, expenses, and costs incurred under this Agreement shall, in all cases, be less than the expenditure thresholds set forth in A.R.S. §§ 48 4203(E) and 48-4204(C).

(s) Sunset Provision. Notwithstanding anything to the contrary herein, under no circumstances shall District be subject to any liability to UPS under this Agreement that arises or results from District's termination or dissolution pursuant to applicable law and/or any actions taken by District in compliance with any applicable statutory mandate (including, without limit, those set forth in A.R.S. § 48-4202) or intergovernmental agreement relating to the District.

(t) Construction with Applicable Law. This Agreement shall be at all times construed in a manner consistent with the Arizona laws including, without limit, those applicable to multipurpose facilities districts at A.R.S. § 48-4201 *et seq.*

(u) Conflict of Interest. This Agreement is subject to and may be terminated by the District in accordance with the provisions of A.R.S. § 38-511.

(v) No Offer. The Parties acknowledge and agree that this Agreement shall not constitute an offer or be binding upon either Party until it is fully executed and delivered by the District.

(w) Israel Boycott. If and to the extent that A.R.S. § 35-393 *et seq.* is applicable, UPS certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel as that term is defined in A.R.S. § 35-393.

(x) Indemnification of Landlord. Without limiting the indemnification obligations of UPS under the Lease, UPS shall indemnify, defend upon request and hold harmless Landlord and Landlord's members, managers, agents, and representatives from and against all demands, causes of action, judgments, costs, damages (including punitive and consequential damages), claims, liabilities, expenses (including reasonable attorneys' fees, disbursements and actual costs), losses, penalties and court costs suffered by or claimed against any of them (whether arising from events prior or subsequent to the Effective Date), directly or indirectly, to the extent based on or arising out of, in whole or in part, this Agreement.

[*Signatures on Following Page*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, effective as of the Effective Date below.

Effective Date: 02/26/2025

SWGJAG, L.L.C., an Arizona limited liability company DBA The UPS Store 2239

By: _____
Name: Scott Goldsmith
Title: Member

Date: 02 / 26 / 2025

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: _____
Name: Fletcher McCusker
Title: Chairman

Date: 02 / 26 / 2025

By: _____
Name: Taunya Villicana
Title: Secretary

Date: 02 / 26 / 2025

ACKNOWLEDGMENT OF LEASE GUARANTORS:

By: _____
Scott Goldsmith

By: _____
Joyce Goldsmith

Doc ID: e206c05fbbb3586ebd93507f54c343037e088b7e

LANDLORD'S APPROVAL AND CONSENT

The undersigned Landlord consents to the foregoing Agreement to Provide Economic Benefits (the "**Agreement**"), provided, however, such consent shall not be deemed: (i) to be an agreement or consent by Landlord to subject its interest in the Premises or any portion of Landlord's property to any liens that may be filed in connection with the Agreement or the alterations to the Premises; (ii) to be an agreement by Landlord to perform or fund any improvements to the Premises; (iii) a consent to any future such agreement or any amendment or modification to the Agreement; (iv) to constitute a representation concerning legality, safety or any other matter; or (v) to make Landlord a party to the Agreement (but Landlord shall be a third party beneficiary to the Agreement with respect to the provisions benefiting Landlord or its interests under the Lease).

LANDLORD (as Tenants in Common):

Broadway Investors Group, LLC, an Arizona limited liability company

By: _____
Name: Melissa Lal
Its: Manager
Date: 2/25/25

AJO/I-19 Broadway Craycroft, LLC, an Arizona limited liability company

By: _____
Name: George C. Larsen, as Trustee of the George & Margaret Larsen Exempt Trust under agreement dated July 11, 2003, as restated by agreement dated November 5, 2020
Its: Manager

KVP Broadway Craycroft, LLC, an Arizona limited liability company

By: _____
Name: Melissa Lal
Its: Manager

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EXHIBIT A
LEGAL DESCRIPTION

REFERENCE
DOCKET 9128 AT PAGE 1715
EXHIBIT 1

DESCRIPTION OF LAND

That part of Lot 11, Block 11, and Block 12 of Highland Vista, as recorded in Book 9 of Maps and Plats at Page 87, and in Book 11 of Maps and Plats at Page 31, records of Pima County, Arizona, described as follows:

Commencing at the Southeast corner of Section 11, Township 14 South, Range 14 East, Gila and Salt River Base and Meridian, said Southeast corner being marked by a Brass Cap in concrete with a punch mark at the intersection of East Broadway Boulevard and Craycroft Road;

THEN N 02° 39' 38" W along the East line of said Section 11, also being the centerline of said Craycroft Road, a distance of 489.05 feet;

THEN S 87° 20' 22" W, a distance of 75.00 feet to the Northeast corner of said Lot 11, Block 11, said Northeast corner being on the West 75.00 foot Right-of-way line of Craycroft Road, and being the POINT OF BEGINNING;

THEN S 02° 39' 38" E along the East line of said Lot 11, Block 11 and said West 75.00 foot Right-of-way line of Craycroft Road, a distance of 285.81 feet;

THEN S 89° 45' 00" W parallel with the South line of said Section 11 and the centerline of East Broadway Boulevard, a distance of 130.00 feet;

THEN S 02° 39' 38" E parallel with the East line of said Section 11 and said centerline of Craycroft Road, a distance of 125.00 feet to the North 75.00 foot Right-of-way line of said East Broadway boulevard, also being the South line of said Lot 11, Block 11;

THEN S 89° 45' 00" W along said North 75.00 foot Right-of-way line of East Broadway Boulevard, also being the South line of said Lot 11, Block 11, and Block 12, and 75.00 feet North of and parallel with said South line of Section 11, a distance of 602.66 feet;

THEN N 00° 20' 46" W, a distance of 440.37 feet to the North line of said Lot 11, Block 11;

THEN N 87° 20' 22" E along said North line of Lot 11, Block 11, a distance of 149.23 feet to the beginning of a tangent curve to the right;

THEN Southeasterly along said curve, also being said North line of Lot 11, Block 11, the central angle of said curve being 14° 15' 00" and the radius of said curve being 965.00 feet, an arc distance of 240.00 feet to the beginning of a tangent curve to the left;

THEN Southeasterly along said curve, also being said North line of Lot 11, Block 11, the central angle of said curve being 14° 15' 00" and the radius of said curve being 985.00 feet, an arc distance of 244.98 feet;

THEN N 87° 20' 22" E along said North line of Lot 11, Block 11, a distance of 85.00 feet to the POINT OF BEGINNING.

The above parcel contains 293,668± Square Feet or 6.7416± Acres.

EXHIBIT B
CONSTRUCTION PROPOSAL PLANS AND DOCUMENTS

UPS Store

October 22nd, 2024

UPS Store

5425 E Broadway Blvd.

Tucson Az, 85711

Broadway Crossing Shopping Center

- The UPS Store has been in this Broadway Crossing location for more than 30 years.
- Broadway Crossing center in located at the northwest corner of Broadway and Craycroft.
- We are a bi-lingual employer serving diverse bi-lingual customer base.
- We provide UPS and USPS shipping services worldwide.
- Corporate accounts include Amazon, Cox, Verizon, AT&T, Apple, Blue Cross/Blue Shield and many other corporate organizations are contracted services.
- Mailbox service is provided offering a physical address for business, personal and Mexican National tourist clients. Shipments from all providers are accepted and stored.
- Notary, FD-258 Fingerprint, Passport photo, Faxing and Printing services are provided.
- The Store is open 7 days a week offering all services.
- We are family owned and operated by native Tucsonans.

- We are seeking funding for an update and remodel of an existing space in the Rio Nuevo Tax District.

- This 30-year-old facility needs to be upgraded to future UPS Store standards to attract an increased customer base. UPS Store upgrades are required to maintain a franchise.

- Costs are the responsibility of the independent owners.

- With better utilization of space and updated appearance we expect an increase in new business to exceed more than 15 percent.

- The next slides are photos of our current interior, current façade, and the architect rending of the upgraded interior.

- The lease is managed by Larson Baker. The Eighth Lease Amendment and Extension Agreement was effective May 3, 2022, with options to extend through October 31, 2043.

- We expect yearly revenue growth to be at least 15% for the first year and continue to grow 10% additionally each year.

- Documentation (copies) of the lease information can be made available.

- Materials and construction cost of the remodel are shown in the presentation and hard copies are available.

- There is no FF&Es or technology funding in this request.

- Any funding beyond the support from the Rio Nuevo will be covered by a loan against our store.

- The expected construction date is April 1, 2025.

Front Lobby Current and Remodel

Back Packing and Shipping area

New Marquee Sign

- Currently the gross revenue is between $425,000 and $500,000 per year.
- Monthly sales tax currently ranges between $700.00 and $1,000.00 per month.

5 Year Projections	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Gross Revenue	450,000	518,000	569,000	626,000	689,000	2,852,000
Non-Taxable Sales	300,000	345,000	379,000	417,000	459,000	1,900,000
Taxable Sales	150,000	173,000	189,800	209,000	230,000	952,000
Sales Tax (city/state)	13,000	15,000	17,000	18,000	20,000	83,000

Hard Construction Costs (No FF&E)	
Construction – TL Hall Design-Build Construction	47,167.45
Fixed Technology and Equipment – Laser Lite	39,536.00
Marquee Sign – Fluoresco	5,208.59
Total Expense Hard Costs Only	91,912.04
UPS Store/Owner Investment	46,912.00
Request to Rio Nuevo	45,000.00

FIXTURE SCHEDULE_NEW

FIXTURE TAG	COUNT	DESCRIPTION	VRA	SC #
BH-A4C	1	MAIL DROP SLOT - INSTALL HORIZONTALLY, TOP OF WALL SLOT AT 32" AFF. REFER TO DETAIL 5/A1.1		106775
BH-B7	2	MOBILE MAIL STORAGE RACK	ASY13452	222
BH-C9	1	4X6 SLAT WALL WITH FINISH TRIM, INSTALL TOP OF SLAT WALL 1" FROM TOP OF PT-02 PAINT LINE	TBD	TBD
BH-D2	1	PEG BOARD 47"H X 20"W - INSTALL VERTICALLY at 32" AFF	ASY13531	286
BH-D5L	1	MULTI-USE DESK 36"W X 34"H	TBD	483
BH-E2A	1	RETAIL WALL KIT 96"W X 84"H		104
BH-E21	1	RETAIL SOFFIT 104"W X 60"H WITH LIGHT AND (2) 4'W X 72"H RETAIL MODULAR WALL		370
BH-F1EL	3	POS COUNTER W/ SOLID FRONT 36"W X 32"D X 36"H	ASY53559	416
BH-F3L	3	SCALE STAND 36"W X 32"D	ASY53562	666
BH-F5	1	ADA PULL OUT SHELF	ASY53533	209
BH-F8	1	PEG BOARD, POS WALL 24"H X 26"W - INSTALL VERTICALLY, TOP OF PEG BOARD AT 78" AFF	ASY53535	169
BH-F11	1	POS MODULAR WALL UNIVERSAL FASCIA KIT (24"H) - GC CUT TO FIT	ASY53545	334
BH-H3	1	TOOL CABINET W/ FAX CUBBY & SHELF	ASY53597	914
BH-I1	1	GATE POCKET 120"H X 26.5"W X 18"D, SCRIBE HEIGHT AND CUT DOWN GATE POCKET DOOR IN FIELD, FOR SLIDING GATES, GATE POCKET DOOR TO BE CUT DOWN 2" FROM CEILING TO ACCOMODATE SLIDING GATE TRACK.		151
BH-I2	1	MODULAR WALL, POS 36"W X 18"D X 96"H	ASY53542	358
BH-I7	1	GATE POCKET 120"H X 15.75"W X 24"D, SCRIBE HEIGHT AND CUT DOWN GATE POCKET DOOR IN FIELD, FOR SLIDING GATES, GATE POCKET DOOR TO BE CUT DOWN 2" FROM CEILING TO ACCOMODATE SLIDING GATE TRACK.		150
BH-J3L	2	MOBILE PACK TABLE - CARPET TOP 96"W X 48"D X 31"H		
BH-J5L	6	CUBBY CABINET		
BH-J6L	6	CORRUGATE WORKSHOP CABINET 42"W X 23"D	ASY53538	
BH-J17	1	METAL CARTON RACK 24"W X 24"D X 96"H - STARTER	ASY13528	206
BH-J18	3	METAL CARTON RACK 24"W X 24"D X 96"H - ADDER	ASY13542	215

FIXTURE SCHEDULE_NEW

FIXTURE TAG	COUNT	DESCRIPTION	VRA	SC #
BH-J20	2	METAL STORAGE RACK 48"W X 24"D X 96"H	ASY13453	251T
BH-J20T	2	METAL STORAGE RACK SHELF KIT 48"W X 24"D	50111330-SU B02773	251S
BH-J21	2	METAL STORAGE RACK 72"W X 24"D X 96"H	ASY13479	252T
BH-J21L	1	PRIVACY PANEL 72"W X 96"H		474
BH-J21T	1	METAL STORAGE RACK SHELF KIT 72"W X 24"D	50111311-SU B02770	252S
BH-J22	3	METAL STORAGE RACK 96"W X 24"D X 96"H	ASY13454	253T
BH-J22T	2	METAL STORAGE RACK SHELF KIT 96"W X 24"D	50111376-SU B02774	253S
BH-J26	1	RETRACTABLE EXTENSION CORD REEL - REFER TO SHEET A8.0 FOR INSTALL INFORMATION - INSTALL WITH NARROW SIDE FACING STOREFRONT		256
BH-J29	1	PRIVACY PANEL, PERFORATED 96"W X 24"H, IF INSTALLED ON 7' RACK THEN GC CUT TO FIT AND INSTALL CUT SIDE DOWN		391
BH-J35	1	PRIVACY PANEL 24"W X 96"H		667
BH-J36	1	PATCH PANEL CABINET 60"W X 24"H - PHONE BOARD AND DATA TO BE INSTALLED WITHIN CABINET		762
BH-J37	1	BREAK BAR KIT - INSTALL COUNTERTOP AT 34" AFF	ASY53760	605
BH-J43	1	WALL MOUNTED BUBBLE WRAP		151

FIXTURE SCHEDULE_EXISTING

FIXTURE TAG	COUNT	DESCRIPTION	VRA	SC #
BH-B5	2	KEY CABINET; INSTALL BOTTOM OF CABINET AT 34" AFF		510X044
P7	3	48" STORAGE RACK (24"DEEP)		

FLOOR PLAN KEYED NOTES

1	EXISTING DOOR TO REMAIN
2	EXISTING STOREFRONT TO REMAIN
3	METAL SECURITY GATE PROVIDED BY TUPSS APPROVED VENDOR. FOR ROLL DOWN GATES REFER TO DETAIL 5/A1.1 FOR ADDITIONAL INSTALLATION REQUIREMENTS.
5	ELECTRICAL PANEL
9	MAILBOX MODULES PROVIDED BY TUPSS VENDOR
10	FIBERGLASS REINFORCED PLASTIC PANELS (TO BE PROVIDED BY FIXTURE VENDOR AND INSTALLED BY GC)
11	COPIER
12	BINDER
13	COMPUTER
14	LAMINATOR
15	LIVE SCAN
19	DIGITAL MONITOR WITH CEILING MOUNT. BOTTOM OF MONITOR TO BE INSTALLED AT 80" AFF, REFER TO DETAIL 2/A5.0. FOR CEILING HEIGHTS OVER 12'-0" OR OPEN CEILING APPLICATIONS REFER TO DETAIL 6/A5.0
19	GATE POCKET DOOR PROVIDED BY FIXTURE VENDOR AND INSTALLED BY GC. REFER TO DETAIL 5/A1.1
20	AUTOMATIC DOOR TO BE INSTALLED PER MANUF. STANDARDS. IT IS THE RESPONSIBILITY OF FRANCHISEE TO WORK WITH THEIR GENERAL CONTRACTOR AND/OR ARCHITECT TO REVIEW LOCAL, CITY, OR OTHER RELEVANT CODES PERTAINING TO THE STOREFRONT MODIFICATIONS, INCLUDING GLASS DOOR SPECIFICATIONS. THE UPS STORE, INC. AND SUPPLIERS OF AUTOMATED ENTRY DOORS DO NOT PROVIDE REQUIRED GLASS ENERGY SPECIFICATIONS PER LOCAL OR CITY CODES (I.E. U-FACTOR AND SOLAR HEAT). NOTE, THE LOCAL OR CITY CODE MIGHT IMPACT THE ENTIRE STOREFRONT GLASS.
22	INFLATABLE AIR CUSHIONING MACHINE
24	FIRST SHELF TO BE INSTALLED AT 72" AFF
25	WALL MOUNTED BUBBLE WRAP DISPENSER. IF BUBBLE WRAP IS PLACED ABOVE A STORAGE RACK, TOP SHELF TO BE INSTALLED AT 5'-0" AFF.
26	GC TO CUT 24" X 96" OPENING FOR MAIL DROP. REFER TO DETAIL 4/A2.1.
28	CONVENTIONAL FRONT LOAD MAIL AREA. REFER TO SHEET A1.5 FOR ADDITIONAL DETAILS. CONVENTIONAL MAIL ROOM DIMENSION NEEDS TO BE VERIFIED WITH MAIL BOX SPECIFICATIONS.
29	CONVENTIONAL REAR LOAD MAIL AREA. REFER TO SHEET A1.5 FOR ADDITIONAL DETAILS. CONVENTIONAL MAIL ROOM DIMENSION NEEDS TO BE VERIFIED WITH MAIL BOX SPECIFICATIONS.
33	BH-K31L FASCIA PANEL TO FILL SPACE BETWEEN GLASS STOREFRONT AND BH-I2TL. REFER TO DETAIL 2/A1.1
31	ILLUMINATED OPEN SIGN
32	GC TO CUT MAIL DROP SLOT PER DETAIL 5/A1.1

DIMENSIONS PROVIDED ON PLAN ARE FOR GENERAL REFERENCE ONLY. ACTUAL FINAL MEASUREMENTS OF FIXTURES BOTH NEW AND EXISTING MAY VARY SLIGHTLY.

GC TO VERIFY ON SITE AND NOTIFY PROJECT MANAGER OF VARIANCES.

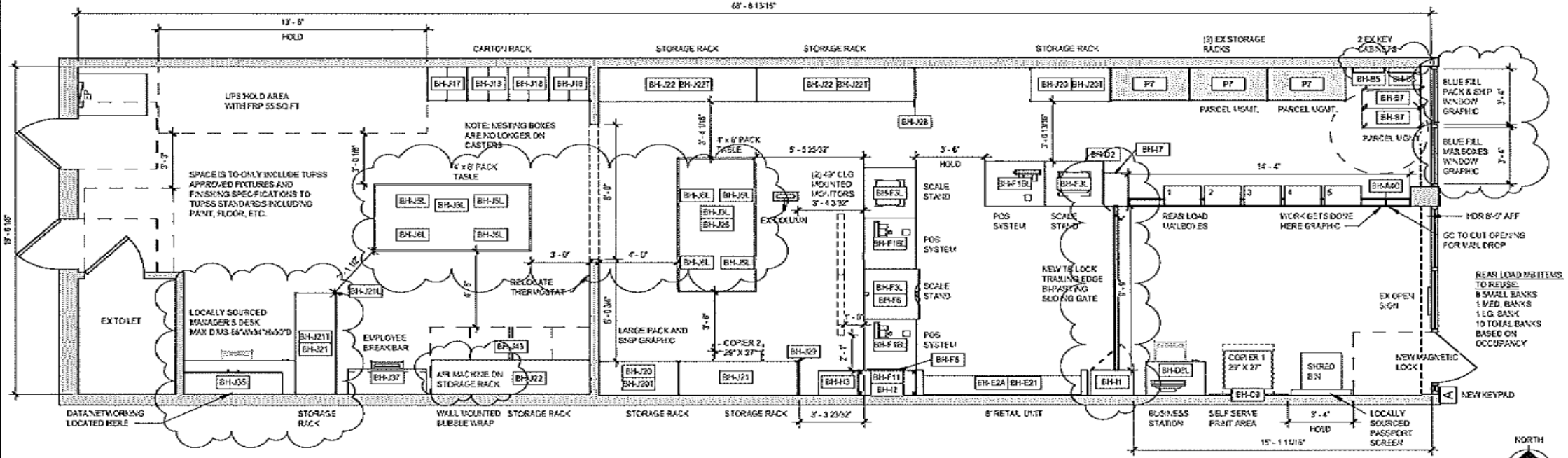
2X4 ACT CEILING AT 9'-11" AFF

CEILING GRID TILES IS TO BE REUSED

GC TO RESUSE 2X4 LIGHTING AND RELOCATE AS NECESARY

MANAGERS' DESK AND BREAK BAR STOOLS TO BE LOCALLY SOURCED

CENTER HAS EXISTED SIGN
NEED TO CHANGE FACE TO BROWN



2 FIXTURE PLAN
3/16" = 1'-0"

DESIGN AND CONSTRUCTION
6060 Cornerstone Court West
San Diego, CA 92121
858-455-8800 Tel.
www.theupsstore.com

THE UPS STORE, INC.

DESIGN INTENT DRAWINGS

THE UPS STORE CENTER: 2239
PROJECT TYPE: LL RENEWAL FULLREMODEL
FRANCHISEE: GOLDSMITH, SCOTT
DATE: 11/10/2023

AREA NUMBER: AZ127
DESIGNED BY: LH
CENTER ADDRESS: 5425 E BROADWAY BLVD TUCSON, AZ 85711

SOFT: 1344
SCALE: NOTED

DRAWING NO:
A1.0

Terry Hall Construction BID

The UPS Store® - Laser Lite
Bid Estimate Form

Center Information

Center Number :	2239
SQ. Footage:	1344
Center Address:	5425 E Broadway Blvd.
City, State, Zip:	Tucson, Arizona 85711
Franchisee Name:	Scott Goldsmith
Area ID:	AZ127
AF or RC:	Greg Garrison
Const. Coordinator:	Josh Cramberg
Project Type:	SELECT PROJECT TYPE

Contractor Information

Company Name:	TL Hall Design-Build Construction
Address:	7090 N Harold Drive
City, State, Zip:	Tucson, Arizona 85743
Contact:	Terry Hall
Contact Email:	tlhall construct@aol.com
Contact Phone:	520-275-0281
Bid Date:	8/5/2024
Landlord Name:	n/a
Landlord Phone:	
Did you visit site in person?	YES
Did you confirm design measurements match site?	YES

Operating While Under Construction

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options. — SELECT ONE

Category	Item and/or Activity	Bid	Actual	Comments
	Vanilla Shell / Preparation			
Demolition	Dumpster Cost and Permit	$625.00	$0.00	
	Additional Demolition Requirements: (note in comments type of demo)	$4,697.28	$0.00	
	Category total	**$5,322.28**	**$0.00**	
Electrical	New Panel (if required per code/requirement)	$0.00	$0.00	
	Outlets / Receptacles	$2,070.56	$0.00	
	Light Switches/Timer/Photocell	$0.00	$0.00	
	Sign Circuit, Timer, Electric (if not existing)	$0.00	$0.00	
	Upgrade Panel - Relocation	$0.00	$0.00	
	Relocate Outlets & Switches (where required, review electrical page on spec)	$0.00	$0.00	
	Keyless Entry / Low Voltage	$325.00	$0.00	
	Additional Electrical Requirements	$330.00	$0.00	2-exit lights at rear doors
	Category total	**$2,725.56**	**$0.00**	
Data	Cat 5/6 Cabling (16 to 19 lines)	$765.75	$0.00	
	Data Boxes (patch panel & labeling)	$540.00	$0.00	
	Networking (to patch panel)	$225.00	$0.00	
	Additional Data Requirements	$0.00	$0.00	
	Category total	**$1,530.75**	**$0.00**	
Phone	Phone Jacks (3) required: consult, fax, and manager's desk	$195.00	$0.00	
	Additional Phone Requirements	$0.00	$0.00	
	Category total	**$195.00**	**$0.00**	
HVAC	New System	$0.00	$0.00	
	Relo Thermostat (where required)	$125.00	$0.00	
	Upgrade Existing	$0.00	$0.00	
	Add or Relocate Registers / Returns	$0.00	$0.00	
	Additional HVAC Requirements	$225.00	$0.00	Clean Grills
	Category total	**$350.00**	**$0.00**	
Fire & Safety	New System	$0.00	$0.00	
	Relocate Existing Heads (pending ceiling plan placement, follow up with PM for changes)	$650.00	$0.00	relocate 2 heads
	Additional Requirements	$0.00	$0.00	
	Category total	**$650.00**	**$0.00**	
Restroom	New	$0.00	$0.00	
	Modify Existing	$125.00	$0.00	remove/reset toilet for flooring install
	Addition of Mop Sink, Drinking Fountain	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$125.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.					SELECT ONE
Carpentry	New Demising Walls	$0.00		$0.00	
	Patch & Repair Drywall	$325.00		$0.00	
	Additional Requirements	$0.00		$0.00	
	Category total	**$325.00**		**$0.00**	
Ceiling	New Grid / Modifications (when applicable)	$275.00		$0.00	Grid repair at demoed walls/gate
	New Tiles (Armstrong Dune, Mineral Fiber ceiling tiles, suspended)	$325.00		$0.00	
	Additional Requirements	$0.00		$0.00	
	Category total	**$600.00**		**$0.00**	
Lighting	New 2 X 2 - 2x4 Lights (locally materials sourcing, must be approved by PM prior to purchase)	$0.00		$0.00	
	Installation Cost	$525.00		$0.00	relocation of existing lights (7)
	Re-Lamping Light Fixtures	$0.00		$0.00	
	Additional Requirements	$325.00		$0.00	Clean and reset existing lights
	Category total	**$850.00**		**$0.00**	
Entry	New Store Front	$0.00		$0.00	
	Add or Relocate Store Window(s)	$0.00		$0.00	
	Magnetic Lock Required w/ Keyless Entry	$425.00		$0.00	
	Door Locks or Handles	$0.00		$0.00	
	Alarm Systems	$0.00		$0.00	
	Additional Requirements	$0.00		$0.00	
	Category total	**$425.00**		**$0.00**	
Painting	Painting (including restroom)	$2,217.60		$0.00	
	Additional Requirements	$0.00		$0.00	
	Category total	**$2,217.60**		**$0.00**	
Miscellaneous	Miscellaneous	$612.65		$0.00	4%
	Category total	**$612.65**		**$0.00**	
	Vanilla Shell Preparation Sub-total	**$15,928.84**		**$0.00**	
Installation / General Construction					
Cabinetry installation	Cabinetry Installation Only	$3,750.00		$0.00	50
	Labor to unload truck (report damage/missing items immediately to PM)	$675.00		$0.00	
	Additional Misc. Items	$175.00		$0.00	
	Category total	**$4,600.00**		**$0.00**	
Ceiling	Digital Monitor Header Installation	$225.00		$0.00	
	Category total	**$225.00**		**$0.00**	
Lighting	Lighting Fixtures (provided by vendor)	$0.00		$0.00	
	Category total	**$0.00**		**$0.00**	
Entry	Installing Keyless Entry System	$225.00		$0.00	
	Category total	**$225.00**		**$0.00**	
Security Gate	Gate Header Construction	$385.00		$0.00	**$875.00 to install gate**
	Gate Installation (provided by vendor)	N/A		$0.00	
	Category total	**$385.00**		**$0.00**	
Interior Graphics	Graphics Installation (by GC)	$2,575.00	0	$0.00	
	Graphics Installation (by Vendor)	N/A		$0.00	
	Category total	**$2,575.00**		**$0.00**	
Luxury Vinyl Tile (Materials provided by other)	LVT - Installation Only	$7,314.50		$0.00	
	Self Leveling (if required, include cost)	$0.00		$0.00	
	Moisture test (if required, include cost)	$0.00		$0.00	
	Cove Base - Installation Only	$418.70		$0.00	
	Category total	**$7,733.20**		**$0.00**	
Conventional Framing	Partitions (add linear ft. in comments)	$1,792.00		$0.00	14lf
	Gate Pocket	$0.00		$0.00	
	Furr-out Drywall	$0.00		$0.00	
	Additional Requirements	$375.00		$0.00	
	Category total	**$2,167.00**		**$0.00**	
Miscellaneous	Miscellaneous (include tax for fixture install, if applicable)	$805.96		$0.00	4.50%
	Category total	**$805.96**		**$0.00**	
	Installation / General Construction Sub-total	**$18,716.16**		**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Miscellaneous				
Trash / Clean up	Trash / Clean Up	$519.00	$0.00	
	Category total	$519.00	$0.00	
Job site material & labor	Job Site Material & Labor	$1,830.10	$0.00	
	Category total	$1,830.10	$0.00	
Permitting	Plan Submission to Building Department	$0.00	$0.00	
	Permit and Pickup Fee (COA Project TUPSS INC to bill for Permit submission)	$0.00	$0.00	
	Architect's Fee (AF ONLY)(TUPSS, Inc. to bill Franchisee Separate)	$0.00	$0.00	
	Category total	$0.00	$0.00	
Contractor Overhead	Contractor Overhead	$9,248.50	$0.00	
	Category total	$9,248.50	$0.00	
Miscellaneous	Miscellaneous	$924.85	$0.00	
	Category total	$924.85	$0.00	
	Miscellaneous Sub-total	$12,522.45	$0.00	
Totals				
	Grand Total	$47,167.45	$0.00	
	Price per Square foot	$ 35.09	$ -	

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Alternate bid	*Enter desc. Here*	
Add/deduct	*$ -*	
Revised Sum	*$47,167.45*	

Construction time estimate will be considered in evaluation for bid proposals

Application for Permit/Permit timeframe		calendar days
Architectural drawing timeframe		calendar days
Build-out prior to fixture delivery	5	calendar days
Build-out after fixture delivery	3	calendar days

Revised 6/5/2024

This bid and the dollar amount listed is an ESTIMATE ONLY and subject to change. Any change orders requiring an approved must be completed in advance in writing to the Project manager on TUPSS Change Order agreed upon by Franchisee and General Contractor.
This bid is valid for review and acceptance/rejection for 45 days from receipt.
If no decision is made in the designated timeframe prices and General Contractor availability are subject to change and could cause additional delays to this project.

Franchisee/Area Franchisee: By signing below the Franchisee/Area Franchisee is accepting this General Contractor and bid for Build-out of their center. Unless otherwise written contractual agreement is with the contractor, 90% of payment is due in advance for the project to begin and 10% at completion and sign off on the punchlist.

General Contractor: I fully understand that I am to build this job to TUPSS specifications and that if I deviate from the plans and it results in any change orders not approved in advanced by TUPSS Project Manager and Franchisee, I will be the party responsible and will need to make corrections at my own expense or pay for the change order.

Contractor Signature: Terry L Hall (digisign20240805) Date: 8/5/2024

Franchisee Signature: Scott Goldsmith Date: 08/29/24

Area Franchisee Signature: Date:

LaserLite BID

Direct Vendor Subscriptions Estimate form	$	4,128.00
Direct Vendor Graphics Estimate (order directly from graphics vendor)	$	2,156.81
Direct Vendor Flooring Estimate form	$	4,296.09

LABOR:

Estimated Other Local Labor & Locally Procured Product/Permits		$	2,640.00
Security Gate Installation and Permits		$	1,429.00
Technology Installation		$	1,269.00
	PRICE TAB VENDOR LABOR ESTIMATE TOTAL (Taxes not included)	$	2,640.00
Sales Tax (If applicable)	0.000% TECH AND GATE INSTALL TOTAL with Tax	$	2,698.00

FREIGHT/SHIPPING: (Freight is an estimate and subject to change without notice; actual freight cost may vary by several thousand dollars)

FRTVIRA	Modular Fixtures	$	6,716.67
FRTVIRA	Lighting	$	500.00
FRTVIRA	Estimated Additional Freight Charge for New York, Alaska, Hawaii	$	-
METRO SHIPPING	Security Gate Shipping Cost (Freight & Crating)	$	1,042.50
FRTDRP	Equipment	$	-
FREIGHTPOS	Technology OO	$	315.00
	FREIGHT SUBTOTAL	$	8,574.17
Sales Tax (If applicable)	0.000%	$	0.00

Estimated Laser Lite Costs Deposit	$	-
Center Development Coordination Fee (CDC/COA)	$	528.00
Lease Down Payment - Fixtures (Includes Sales Tax/Doc Fee)	$	-
Lease Down Payment - Equipment and Technology (Includes Sales Tax/Doc Fee)	$	-
Amount to be collected by The UPS Store, Inc. Request for funds (RFF)	$	50,808.20
GRAND TOTAL ESTIMATE (including direct vendor items)	$	64,557.10

No	Please indicate if the OOW will be paid with TUPSS Loan proceeds. Existing Franchise Owners must have already applied and qualified for the TUPSS loan to utilize this option. If you have not submitted a remodel/upgrades/relocation or MCO New Center loan application, you will need to pay for the OOW by other means. If you apply and qualify within three months of your OOW payment, TUPSS will reimburse the amount paid.

APPROVAL:

Franchisee/Prospective Buyer Signature: _____ Date: _____

Center Development Coordinator's Signature: _____ Date: _____

PACK & SHIP
Pack & Ship Guarantee*
Next Day Delivery
International Shipping
Freight Services**
Postal Services
PRINTING
Every Door Direct Mail®
Copies & Quick Prints
Posters & Banners
Business Cards & Postcards
Graphic Design Services**
THE EVERYTHING STORE
THE UPS STORE
OTHER SERVICES
Faxing
Shredding*
Notary**
Computer Workstation
Passport & ID Photo**
MAILBOX
Package Receiving
Real Street Address
Call-in Mail Check*
24-Hour Access**
Mobile Notifications
THE PACK & SHIP STORE
THE PRINTING STORE
THE SHREDDING STORE
THE SHIPPING STORE
Holidays MADE Easy
ASK US HOW THE PACK & SHIP GUARANTEE* COVERS YOU
THE PACK & SHIP GUARANTEE STORE
YOUR ITEMS
EXCLUSIVE PACK & SHIP GUARANTEE
WE DO NOT ACCEPT
1.49

EXHIBIT C
MERCHANT INFORMATION GUIDE

Rio Nuevo District
Sales Tax Reporting Information

TPT AND TIF INFORMATION FOR RIO NUEVO DISTRICT MERCHANTS

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

(520) 623-7336 | 1703 E. Broadway Blvd., Tucson, AZ 85719 | www.RioNuevo.org

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The Rio Nuevo District is an economic development agency that provides long-term growth by helping defray the steep costs of major projects, new development, and property improvements, benefiting the Tucson community.

ABOUT

The Rio Nuevo District is a Tax Increment Finance District (TIF) funded by a share of state sales tax dollars and held accountable to the Arizona State Legislature for use of the funds. In 1999 voters approved the creation of the district that allows TIF funds to be reinvested into the Tucson community. TIF funds are managed by the Rio Nuevo District Board of Directors who as of 2010 are appointed by the State Governor, President of the Senate, and Speaker of the House of Representatives.

In partnership with private sector developers, commercial lenders, real estate investment firms and others, Rio Nuevo invests in projects that expand the tax base and bring people and new businesses to downtown Tucson and the Sunshine Mile. This investment helps to defray the steep costs of projects, events, new development, and property improvements.

Rio Nuevo District's mission is to revitalize downtown Tucson and the Sunshine Mile to create a vibrant, urban environment where residents and visitors can live, stay, work and play.

TAX INCREMENT FINANCE (TIF)

A tax increment finance district (TIF) is a public financing method that is used for redevelopment, infrastructure, and other community-improvement projects in many states. TIF funding is generated by growth in sales tax revenues, called the tax increment.

TIF's help local governments attract private development and new businesses by adding more jobs, more customers, and more private investment. TIF's create short- and long-term benefits for communities including:

• No tax increases • Increased property values • Private investment and development • New jobs • Job retention • Stronger, broader tax base • Stronger economic base • Locally controlled development • Incremental revenue reinvested into the TIF district • Stimulates investment outside TIF district boundaries

TIF DISTRICT BOUNDARIES

The TIF District, https://rionuevo.org/about/tif-district/district-map/, approximately 7 miles in length, encompasses the Mercado on the west side of I10, downtown Tucson, and Broadway Blvd from downtown to Park Place Mall.

YOUR ROLE

A majority of Rio Nuevo funding is generated by a splitting of the transaction privilege taxes (TPT) paid by District merchants to the Arizona Department of Revenue. Merchants within the District complete sales tax reports by using the code 'PAD' in the Region Code section of the sales tax form. By using code 'PAD' on the form, this instructs the Arizona Department of Revenue to direct funds to Rio Nuevo, which are invested into the community.

Per the Arizona Department of Revenue:

*"Effective October 1, 2002, taxable activity and collections occurring in the Rio Nuevo District must be reported separately. The code **PAD** should be used in place of PMA for all business activity occurring within Rio Nuevo in the Business Classes listed below. Activity will continue to be reported by TPT class. The tax rate applied to **PAD** Business Classes will remain the same as that applied to PMA Business Classes.*

*For example, if your business has activity within the Rio Nuevo District in Pima County and it has taxable retail transactions, that activity should be listed on the TPT-EZ return in **PAD** 017 instead of PMA 017. All transactions not located in the Rio Nuevo District should continue to be filed under the specific county code. If your business has multiple locations within Pima County, only the taxable transactions at the locations within the Rio Nuevo District should be filed under **PAD**. All remaining taxable activity should be filed under PMA."*

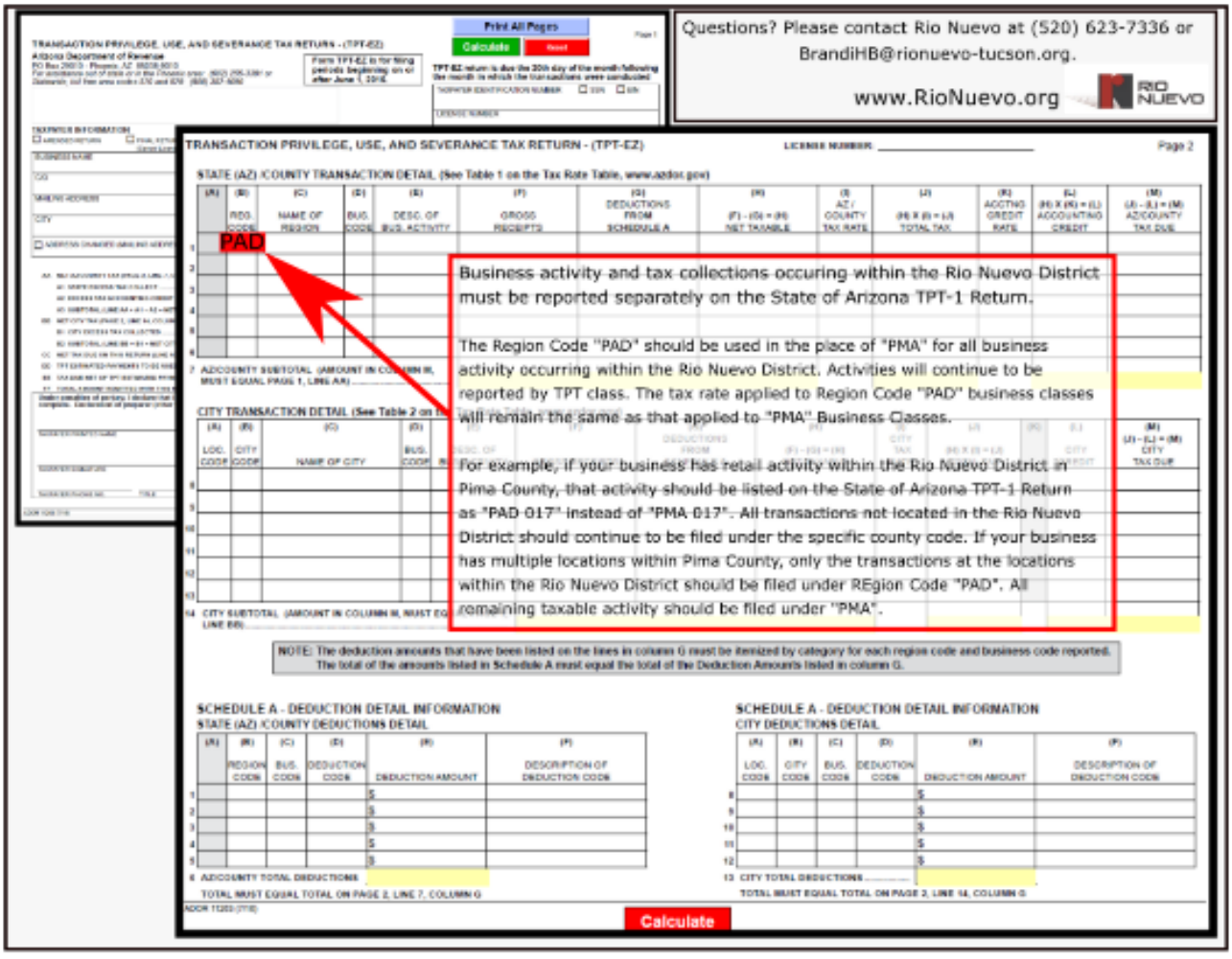
This does not increase your tax and does not raise rates.

SALES TAX (TPT)

Transaction Privilege Tax (TPT) is commonly referred to as sales tax and is a tax on a vendor for the privilege of doing business in the state. Various business activities are subject to sales tax and must be licensed.

Form TPT-EZ, https://azdor.gov/forms/tpt-forms/tpt-ez-transaction-privilege-use-and-severance-tax-return, is the form that merchants must submit to the Arizona Department of Revenue. And is where the code 'PAD' will be used in the Region Code section.

If you are correctly completing your sales tax reports, we sincerely thank you. If for some reason you are not, we strongly encourage you to correctly complete the TPT Form. Rio Nuevo District staff are available to assist you if you have any questions. You can also amend prior filings for up to four years.



ONLINE FILING

If your business reports sales tax online and is not currently using code "PAD" please use the following link to update the Region code: **AZDOR – Updating a TPT Account** https://azdor.gov/transaction-privilege-tax/tpt-license/updating-tpt-account

Detailed instructions to fix your code online is available at: **Step By Step Instructions** https://azdor.gov/sites/default/files/2023-03/PUBLICATION_TPT_TPT2-stepbystep.pdf

AMENDMENTS

Amendments to sales tax reports can be made by using the TPT-1 form and placing a checkmark in the 'Amended Return' box: **AZDOR TPT-1** https://azdor.gov/forms/tpt-forms/tpt-1-transaction-privilege-use-and-severance-tax-return-filing-periods-june-1-2016

The TIF keeps money in Tucson and allows Rio Nuevo to invest in the community.

OUR ASK

We ask that you assist the Rio Nuevo District by correctly completing your TPT form by using the code 'PAD'.

RESOURCES

- Arizona Department of Revenue – Taxpayer Education and Information https://azdor.gov/taxpayer-education/online-tutorials/tpt-tutorials
- Arizona Department of Revenue Tax Rate Table https://modelcitytaxcode.az.gov/Tax_rate/PDF/201909.pdf
- Arizona Department of Revenue – Determine if you are in the Rio Nuevo District https://www.aztaxes.gov/Home/Address?Length=13
- Arizona Department of Revenue – Update Online State/Region Code https://azdor.gov/transaction-privilege-tax/tpt-license/updating-tpt-account

- Arizona Department of Revenue – Amendments to Sales Tax Reports TPT-1 Form https://azdor.gov/forms/tpt-forms/tpt-1-transaction-privilege-use-and-severance-tax-return-filing-periods-june-1-2016

- Rio Nuevo District - Learn more about Rio Nuevo District projects www.RioNuevo.org

CONTACTS

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(520) 623-7336, Danielm@rionuevo-tucson.org

If you would like updates on Rio Nuevo projects, please sign up for our board meeting agenda notification at www.RioNuevo.org.