

**FIRST AMENDED LEASE  
SAHUARITA ADVANCED MANUFACTURING & TECHNOLOGY CENTER**

**Town of Sahuarita Arizona,  
an Arizona municipal corporation and  
Advanced Technologies Applications Group Inc, a Delaware Corporation**



**TOWN COUNCIL MEMBERS**

Mayor Tom Murphy  
Vice Mayor Kara Egbert  
Bill Bracco  
Simon Davis  
Deborah Morales  
Steven Gillespie  
Diane Priolo

**TOWN MANAGEMENT**

Shane Dille, Town Manager  
Victor Gonzalez, Economic Development Director

## First Amended Lease Agreement

THIS FIRST AMENDED LEASE is entered into on the Effective Date set forth on Item 1 of the Cover Page, by and between the Landlord set forth on Item 2 of the Cover Page and Tenant set forth on Item 3 of the Cover Page. Landlord and Tenant are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

### **Recitals**

- A. Landlord and Tenant previously a Lease Agreement dated September 25, 2023 (the "Lease") of the Premises described and shown on Exhibit A to the Lease.
- B. Landlord and Tenant now desire to amend the Lease as set forth in this First Amended Lease

### **Agreement**

NOW, THEREFORE, for and in consideration of the rents, foregoing recitals, the mutual covenants and agreements hereinafter provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Landlord and Tenant as follows:

**Cover Sheet.** The Lease Cover Sheet is amended as shown here:

This Cover Sheet ("Cover Sheet") is hereby incorporated by reference into and made a part of the attached First Amended Lease. Each reference in the First Amended Lease to any term of this Cover Sheet shall have the meaning as set forth in this Cover Sheet. In the event of a conflict between the terms of this Cover Sheet and the First Amended Lease, the terms of the First Amended Lease shall prevail. Any initially capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the First Amended Lease.

- Item 1. **EFFECTIVE DATE.** The date of the Lease was the 25<sup>th</sup> day of September 2023 (the "Effective Date"). This First Amended Lease is entered into the 26<sup>th</sup> day of August, 2024.
- Item 4. **PREMISES.** Those certain areas, containing approximately 4,500 rentable square feet (the "Premises"), as described on Exhibit A.
- Item 5. **INITIAL TERM.** Subject to Section 3 of this First Amended Lease, the term of this First Amended Lease (the "Term") shall commence on the Commencement Date (as defined in Section 1.4 below) or the Compulsory Commencement Date (as defined in Section 1.6 below), and shall end on the date that is one hundred and twenty eight (128) full calendar months from the applicable Commencement Date (the "Termination Date").
- Item 6. **COMPULSORY COMMENCEMENT DATE.** Subject to Section 3.2 of this First Amended Lease, the Compulsory Commencement Date shall be October 1, 2024.
- Item 8. **BASE RENT.** Subject to Section 5 of this First Amended Lease, the Base Rent shall be \$0.65/SF per month triple net, plus rental tax. Base rent shall be abated during months 1- 8 of the Term. Base rent shall be deferred months 9 through 12 of the Term (June, July, August and September, 2024).
- Item 9. **DEFERRED RENT.** The Base Rent deferred from months 9 through 12 of the Term totaling \$11,700 shall be due and payable from Tenant beginning on the 60<sup>th</sup> month of the Term and ending on the 120<sup>th</sup> month of the Term in addition to the Base Rent then in effect in the amount of \$.0433 per square foot or \$195 per month. In the event Tenant vacates the Premises prior to the expiration of the Initial Term, any Deferred Rent due and owing at that time shall become immediately due and payable by Tenant.
- Item 10. **TI COST BALANCE PAYBACK.** The \$49,566 paid by the Landlord to the Tenant to cover the TI Cost Balance shall be paid back to Landlord by Tenant in amount of \$.0917 per square foot per month

commencing the first month. TI Cost Balance Payback becomes due and payable by Tenant on the Compulsory Commencement Date and ending 120 months later.

Item 14. **TENANT'S SHARE.** Subject to Section 12.1 of this First Amended Lease, Tenant's Share of the Operating Expenses shall be 14%.

Item 15. **TENANT IMPROVEMENTS.**

**B. TENANT IMPROVEMENT ALLOWANCE.** On a regular basis, but no more often than monthly, and upon Tenant's submission of mechanic's lien releases and Landlord's approval of invoices, Landlord shall remit to Tenant reimbursement of invoices for the cost of the Tenant Improvements up to the maximum amount of \$157,500 (the "Tenant Improvement Allowance"). Reimbursement will occur within 30 days following Tenant's submission of invoices and mechanic's lien release documentation. Landlord will also install at its cost the HVAC control unit in an amount not to exceed \$30,000.

**C. TENANT IMPROVEMENT COST BALANCE ALLOWANCE.** In addition to the Tenant Improvement Allowance set forth in Item 15(B) above, Landlord shall remit to Tenant reimbursement of invoices for the additional cost of Tenant Improvements up to the amount of \$49,566 ("TI Cost Balance") in the same manner and subject to the same conditions as the Tenant Improvement Allowance. In the event Tenant vacates the Premises prior to the expiration of the Initial Term, any Tenant Improvement Cost Balance Allowance due and owing at that time shall become immediately due and payable by Tenant.

Item 16. **Early Termination for New Facility.** Notwithstanding Items 5, 9 and 15 of this Cover Sheet or Section 3 of the Lease, Tenant shall be permitted to terminate this Lease after the first forty-eight (48) months hereof without penalty or liability for any further Rent if Tenant builds and occupies a new facility with the Town of Sahuarita town limits that exist at the time for the purposes of operating the Permitted Uses described in Item 13 of this Cover Sheet in such new facility.

#### **DEFINITIONS.**

Definitions are amended as follows:

1.7 Deferred Rent. "Deferred Rent" means \$11,700 of Base Rent deferred from months 9 through 12 of the Term (June, July, August and September 2024), which becomes due and payable in addition to the Base Rent in monthly installments of \$.0433 or \$195 per square foot per month from months 60 through 12 of the Term.

1.11 Rent. "Rent" means all Base Rent, Deferred Rent, TI Cost Balance Payback and Additional Rent.

1.14 Tenant Improvement Cost Balance Allowance. The amount Landlord remits to Tenant for reimbursement of invoices for the additional cost of Tenant Improvements of \$49,566 in the same manner and subject to the same conditions as the Tenant Improvement Allowance.

1.15 TI Cost Balance Payback. The \$49,566 paid by the Landlord to the Tenant to cover the TI Cost Balance shall be paid back to Landlord by Tenant in amount of \$.0917 per square foot per month commencing the first month Base Rent becomes due and payable by Tenant and ending 120 months later.

**No Other Modification.**

Except as specifically modified by this Amendment, all of the other terms and conditions set forth in the Lease shall remain in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms herein shall take precedence.

IN WITNESS THEREOF, the Parties have affixed their signatures to this First Amended Lease on the dates set forth above.

**“LANDLORD”**

TOWN OF SAHUARITA, an Arizona  
municipal corporation

By: *Tom Murphy*  
Tom Murphy  
Title: Mayor

**“TENANT”**

Advanced Technologies Applications  
Group, Inc., a Delaware Corporation

By: *[Signature]*  
Josh Kauffman  
Title: CEO & Founder

**ATTEST:**

*Lisa Cole*  
Lisa Cole, MMC, Town Clerk

**APPROVED AS TO FORM:**

*Jon M. Paladini*  
Jon Paladini, Town Attorney





ENVELOPE ID: HokB1VQWqZ

CREATED: 2024-08-22 15:53:48 UTC

CREATED BY:  
Bianca Cruz

SIGNER:

Jon Paladini  
Phone:  
Email: jon@piercecoleman.com

ADDITIONAL SIGNERS:

Thomas Murphy  
Lisa Cole

AUTHENTICATIONS

IP VERIFICATION / GEOLOCATION

2024-08-26 19:04:24 UTC  
IP Address:  
2600:8800:1617:4400:b0a0:1bc:ce76:1d85  
PC / Windows 10 / Edge 128.0.0



LOCATION: 33.3289°, -111.8658° / Chandler, AZ, 85224, United States

DOCUMENTS

- Document  
First\_Amended\_Lease\_Advanced\_Technologies\_AG.pdf  
4 Pages

SIGNATURE

Jon Paladini

*Jon M. Paladini*



BLUEINK ID



9M1JBHDR09



DATE | TIME | EVENT INFORMATION

2024-08-26	18:23:27	Signing link <BkV0VvxC> sent via email to Jon Paladini at jon@piercesoleman.com
2024-08-26	19:04:23	Signing link <BkV0VvxC> opened from IP address 2a01:111:f400:fe5a::100
2024-08-26	19:04:23	Signing link <BkV0VvxC> opened from IP address 2600:8800:1617:4400:b0a0:1bc:ce76:1d85
2024-08-26	19:04:26	Signer accepted terms

2024-08-26 | 19:04:33

  
SIGNATURE

Document 1  
Page 4

*Jon M. Paladini*

2024-08-26 | 19:04:35

Document Submitted by  
Jon Paladini



**ENVELOPE ID:** HokB1VQWqZ

**CREATED:** 2024-08-22 15:55:16 UTC

**CREATED BY:**  
Bianca Cruz

**SIGNER:**

Thomas Murphy  
Phone:  
Email: tmurphy@sahuaritaaz.gov

**ADDITIONAL SIGNERS:**

Jon Paladini  
Lisa Cole

## AUTHENTICATIONS

### IP VERIFICATION / GEOLOCATION

2024-08-27 08:43:20 UTC  
IP Address: 72.203.197.23  
iPhone / iOS 17.5 / Edge Mobile  
127.0.2651



**LOCATION:** 33.5038°, -112.0253° / Phoenix, AZ, 85016, United States

## DOCUMENTS



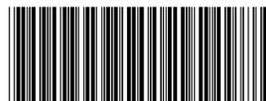
Document  
First\_Amended\_Lease\_  
Advanced\_Technologie  
s\_AG.pdf  
4 Pages

### SIGNATURE

Thomas Murphy



### BLUEINK ID



99A1LEUWZ9+



DATE | TIME | EVENT INFORMATION

2024-08-27	05:17:54	Signing link <1tGkEw9K> sent via email to Thomas Murphy at tmurphy@sahuaritaaz.gov
2024-08-27	08:43:19	Signing link <1tGkEw9K> opened from IP address 2a01:111:f400:7d04::100
2024-08-27	08:43:20	Signing link <1tGkEw9K> opened from IP address 72.203.197.23
2024-08-27	08:43:22	Signer accepted terms

2024-08-27 | 08:43:32



Document 1  
Page 4



2024-08-27 | 08:43:33



Document Submitted by  
Thomas Murphy





**ENVELOPE ID:** HokB1VQWqZ

**CREATED:** 2024-08-22 15:55:24 UTC

**CREATED BY:**  
Bianca Cruz

**SIGNER:**

Lisa Cole  
Phone:  
Email: lcole@sahuaritaaz.gov

**ADDITIONAL SIGNERS:**

Jon Paladini  
Thomas Murphy

## AUTHENTICATIONS

### IP VERIFICATION / GEOLOCATION

2024-08-27 14:08:38 UTC  
IP Address: 72.214.222.66  
PC / Windows 10 / Edge 128.0.0



**LOCATION:** 33.4683°, -112.0549° / Phoenix, AZ, 85006, United States

## DOCUMENTS

- Document  
First\_Amended\_Lease\_Advanced\_Technologies\_AG.pdf  
4 Pages

### SIGNATURE

Lisa Cole



### BLUEINK ID



DHE0P2ZAD/



DATE | TIME | EVENT INFORMATION

2024-08-27	08:43:34	Signing link <9C91pjAW> sent via email to Lisa Cole at lcole@sahuaritaaz.gov
2024-08-27	14:08:37	Signing link <9C91pjAW> opened from IP address 2a01:111:f400:7d04::100
2024-08-27	14:08:38	Signing link <9C91pjAW> opened from IP address 72.214.222.66
2024-08-27	14:08:41	Signer accepted terms

2024-08-27 | 14:08:54



Document 1  
Page 4



2024-08-27 | 14:09:00



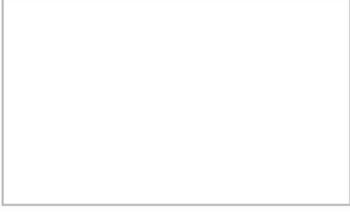
Document 1  
Page 4



2024-08-27 | 14:09:02



Document Submitted by  
Lisa Cole





ENVELOPE ID: PYMP9mvWJP

CREATED: 2024-08-28 00:16:36 UTC

CREATED BY:  
Bianca Cruz

SIGNER:

Joshua Kauffman  
Phone:  
Email: josh@speedcell.com

ADDITIONAL SIGNERS:

AUTHENTICATIONS

IP VERIFICATION / GEOLOCATION

2024-08-28 17:55:44 UTC  
IP Address:  
2601:8c1:8300:3339:b05e:b93a:b07f:fc5  
PC / Mac OS X 10.15.7 / Chrome 126.0.0



LOCATION: 32.3142°, -106.7976° / Las Cruces, NM, 88005, United States

DOCUMENTS

Document  
First\_Amended\_Lease\_  
Advanced\_Technologie  
s.pdf  
4 Pages

SIGNATURE

Joshua Kauffman



BLUEINK ID



GVBHCRHLN14



DATE | TIME | EVENT INFORMATION

2024-08-28	00:20:01	Signing link <pjAPhxWO> sent via email to Joshua Kauffman at josh@speedcell.com
2024-08-28	17:55:43	Signing link <pjAPhxWO> opened from IP address 2601:8c1:8300:3339:b05e:b93a:b07f:fc5
2024-08-28	17:55:48	Signer accepted terms

2024-08-28 | 17:56:14

  
SIGNATURE

Document 1  
Page 4



2024-08-28	17:56:27	Data entered for Input field <inp002-RyXT:-p4>
2024-08-28	17:56:31	Data entered for Input field <inp002-RyXT:-p4>

2024-08-28 | 17:56:34

Document Submitted by  
Joshua Kauffman

