

## SCHOOL BUILDING LEASE

THIS SCHOOL BUILDING LEASE ("Lease") made as of this \_\_\_\_ day of July, 2025, by and between Amphitheater Unified School District No. 10 (hereinafter "Landlord"), whose address is 701 W. Wetmore Road, Tucson, AZ 85705, and Specialized Education of Arizona, Inc. ("hereinafter "Tenant"), whose address is c/o FullBloom, 150 Rouse Blvd., Suite 210, Philadelphia, PA 19112.

WITNESSETH, that for and in consideration of the Rent hereinafter reserved and of the mutual covenants and agreements hereinafter set forth, Landlord and Tenant do hereby mutually agree as follows:

### 1. PREMISES AND USE.

- (a) Landlord does hereby lease and demise to Tenant for use only by Tenant, and Tenant does hereby lease and take from Landlord, to have and to hold for the term and upon the covenants and conditions hereinafter set forth, the building identified as the "North Building" located at 450 E. Wetmore Rd., Tucson, AZ 85705 (the "Building"), together with certain portions of the real property on which the Building sits, as described and shown on Exhibit "A" (the "Premises").
- (b) At the commencement of the Term, as defined herein, Landlord shall turnover the Premises and Building, including all mechanical, plumbing, and electrical systems in good working order and the Building shall be free of all furniture and other tangible personal property to allow Tenant to furnish the Building as necessary for its operations.
- (c) Tenant shall use the Premises and Building for education and general office purposes related thereto (the "Use"). Tenant may use the Premises and Building for other purposes related to the Use, so long as such other use is permitted by the zoning designation for the Building, and so long as such other use does not materially interfere with the educational functions of Landlord.
- (d) Landlord represents and warrants that the Premises and Building allow for the Use. Tenant acknowledges that Landlord has provided Tenant a copy of the existing Certificate of Occupancy from 2009 and a current Fire Marshal's inspection dated May 14, 2025 confirming "E use" and zoning compliance.

2. **TERM.** The term hereof shall be for a period of 12 months (the "Term") (or until such Term shall sooner cease and expire as hereinafter provided) commencing on \_\_\_\_\_, 2025, (the "Commencement Date") and expiring at 11:59 p.m. on \_\_\_\_\_, 2026. Tenant may extend the Term for four (4) consecutive one (1) year periods (each, a "Renewal Term") on the same terms and conditions as contained in this Lease, except as expressly provided herein. To exercise a renewal option, Tenant shall provide Landlord with written notice at least ninety (90) days prior to the expiration of the Term or current Renewal Term, as applicable. Tenant may only exercise one (1) renewal option at a time.

3. **SECURITY DEPOSIT.** Upon execution of Lease, Tenant shall deposit with Landlord the sum of None (\$0.00) (the "Security Deposit") which Landlord shall reimburse to Tenant no later than two weeks following end of term so long as Tenant vacates Premises in clean and sound condition at end of Term.
4. **RENT AND RENT ADJUSTMENTS.** "Rent" means the "Base Rent" as hereinafter described, together with all other financial obligations of Tenant under this Lease which are herein described as "Additional Rent". Tenant shall pay, without notice, deduction, setoff or abatement, a total Base Rent of one hundred twenty thousand and 0/100 dollars (\$120,000.00), in lawful money of the United States, in equal consecutive monthly installments of ten thousand and 00/100 dollars (\$10,000.00) each, in advance on the first day of each month during the Term hereof provided. Payment received later than the 5th business day following Tenant's receipt of written notice that the payment is delinquent shall be subject to a 5% late fee penalty. If the Term hereof commences (or terminates) on any day other than the first (or last) day of a month, Base Rent for the first (or last) month shall be adjusted on a per diem basis. For each renewal term, if any, following the expiration of the initial Term, the Base Rent and monthly installments shall be equal to the following:

<u>Renewal Term(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
1	\$123,000.00	\$10,250.00
2	\$126,075.00	\$10,506.25
3	\$129,226.88	\$10,768.91
4	\$132,457.55	\$11,038.13

5. **LANDLORD WORK.** During the Term and any Renewal Term, Landlord shall maintain and repair the exterior portions of the Building as well as all mechanical, plumbing, and electrical systems at its own cost except that any damage to the exterior of the Building or the mechanical, plumbing, and electrical systems caused by acts of Tenant or Tenant's guests, invitees, licensees, agents, employees, or contractors (Tenant's "Users") and not covered by Landlord's insurance. Further, during the Term and any Renewal Terms, Landlord shall ensure the Premises and Building complies with all federal, state, and local laws and regulations including but not limited to the Americans with Disabilities Act and the National Register of Historic Places, unless the Premises or Buildings fail to comply with any such laws due to the acts of Tenant's Users and is not covered by Landlord's insurance, in which case Tenant shall bring the Premises and/or Building back in to compliance with such laws at its sole expense.
6. **REFUSAL RIGHTS.** During the Term and any Renewal Terms, Tenant may exercise a right of first refusal to lease any available space or building existing on the Premises contiguous to the Premises (the "ROFR Space") if Landlord receives a bona-fide third-party offer to lease the ROFR Space, which offer otherwise would be acceptable to Landlord (a "Qualifying Offer"). If Landlord receives a Qualifying Offer, Landlord shall notify Tenant in writing within seven (7) business days (the "ROFR Notice"). Tenant may, within fifteen (15) business days of receiving the ROFR Notice and in its sole-discretion, notify Landlord in writing of its election to exercise its right of first refusal to lease the ROFR Space on materially identical

terms to the Qualifying Offer except that the term of such new lease shall be adjusted to permit expiration co-terminus with this Lease. If Tenant fails to notify Landlord as provided herein, Tenant shall be deemed to have declined to exercise its right of first refusal and Landlord may proceed to lease the ROFR Space as provided in the Qualifying Offer.

- 7. UTILITIES.** Tenant shall be responsible for obtaining and paying for electrical and custodial services for the Premises. Landlord shall provide, at its own cost, water and sewer services to the Premises and Building. Landlord and Tenant shall provide and pay for their own trash removal services.

**8. INSURANCE.**

(a) **LIABILITY INSURANCE.** Tenant, at its expense, shall obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance, insuring Landlord and Tenant against liability arising out of the use or occupancy of the Premises. Such insurance shall provide for a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury to or death of one (1) person in any one (1) accident or occurrence and not less than ONE MILLION DOLLARS (\$1,000,000.00) for property damage. The limits of insurance coverage shall not be deemed to limit the liability of Tenant under this Lease. Each such policy shall include Landlord as an additional insured.

(b) **PROPERTY INSURANCE.** Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Property from all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils ("all risk"). This insurance however shall not necessarily extend to any fixtures, equipment or personal property of Tenant located on the Property or within the leased Premises.

(c) **INSURANCE POLICIES.** The insurance required shall be placed with companies approved by the Landlord. Tenant shall deliver to Landlord certificates evidencing the existence and limits of the insurance required under *Paragraph 8(a)*. Tenant shall notify Landlord in writing not less than ten (10) days prior to any modification or cancellation of any such policy. Tenant shall not do or permit anything to be done which would invalidate the insurance policies and shall reimburse Landlord for any additional premium Landlord is required to pay as a result of any act of Tenant or Tenant's use of the Premises.

- 9. ADDITIONS TO PROPERTY.** Tenant, at its own expense, may add the name of its school to the existing marquee sign that exists on the Premises. Prior to such addition, Tenant shall submit its design and layout to the Landlord for approval, which shall not be unreasonably withheld or delayed. Tenant may, at its own cost and expense, install a fenced-in play area, which may include a playground (the "Play Area") directly West of the Building at any time during the Term or Renewal Term. Following the termination of this Lease, the Play Area shall be considered a fixture the Tenant shall not remove the Play Area of any portion thereof unless otherwise mutually agreed in writing signed by Landlord

and Tenant. If installed, Tenant shall hold Landlord harmless against any and all claims or liabilities arising out of the use of the Play Area by Tenant, Tenant's Users, or any trespassers.

10. **RESTORATION.** Tenant shall not be obligated to restore the Premises to its prior condition upon the termination of the Lease and shall not be obligated to remove any cabling or wiring installed by Tenant during the Term or Renewal Term on or following the termination of the Lease.
11. **ASSIGNMENT.** Tenant may sublet or assign all or part of the Premises or Building at any time with Landlord's consent, which shall not be unreasonably withheld or delayed. Landlord's consent shall not be required for an assignment or sub-let to any wholly owned subsidiary or commonly controlled affiliate of Tenant or to any entity that acquires all or substantially all of Tenant's assets or equity interests, except that Tenant shall still notify Landlord of such assignment or sub-let.
12. **HOLD HARMLESS.** Tenant shall defend, indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises and/or Building or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, or arising from any accident, injury, or damage whatsoever caused to any person or property in the Building and/or Premises, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises, from any cause other than Landlord's negligence or intentional acts (and the indemnification and hold harmless in this Section 12 shall not apply to the extent the claim results from the negligent or intentional acts of Landlord or its agent, employee or contractor; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.
13. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:
  - (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages reasonably incurred by Landlord by reason of Tenant's default including, but

not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including commissions, free rent, and any necessary renovation and alteration of the Premises; reasonable attorney's fees; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

(c) Terminate Tenant's right of possession of the Premises without terminating the Lease, in which case Tenant shall immediately surrender possession of the Premises to Landlord and Landlord shall be entitled to recover as set forth in 13(b) above.

(d) In addition to the rights and remedies listed above, Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona.

14. **PARKING.** The Parking Areas shall be available for the non-exclusive use of Tenant during the full term of this Lease or any Renewal Term(s) subject to the following conditions:

(a) Tenant shall keep said automobile parking areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof caused by Tenant or Tenant's users.

(b) Tenant, for the use and benefit of Tenant, its agents, employees, licensees and sub-tenants, shall have the non-exclusive right to use said parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

15. **NOTICES.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord at the address set forth above or to Tenant at the following addresses:

Lease matters, invoices, payment information and reconciliations:

FullBloom  
c/o Scribcor Global Lease Administration  
E-mail: [fullbloom@scribcorglobal.com](mailto:fullbloom@scribcorglobal.com) and [leases@fullbloom.org](mailto:leases@fullbloom.org)

Legal Matters:

FullBloom  
Attn: Michael A. Shafir, Chief Legal Officer  
150 Rouse Blvd., Suite 210  
Philadelphia, PA 19112

E-mail: michael.shafir@fullbloom.org

With a copy in all cases to:

FullBloom  
c/o Scribcor Global Lease Administration  
1415 W. 22nd Street, Suite 700E  
Oak Brook, IL 60523  
E-mail: fullbloom@scribcorglobal.com

Each party may change its address(es) for notices by notice to the other party. Notices shall be delivered by hand, by United States certified or registered mail, postage prepaid, return receipt requested, by a nationally recognized overnight air courier service or by email. Notices shall be considered to have been given upon the earlier to occur of actual receipt, two business days after posting in the United States mail or the first business day after delivery to the courier service.

**LANDLORD**  
**Amphitheater Unified School District No. 10**

**TENANT**  
**Specialized Education of Arizona, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A Description of Premises

The Amphitheater Unified School District No. 10 Premises leased to Specialized Education Services, Inc. in the attached Lease Agreement consists of the areas located in the North Building on the below drawing of the Amphitheater Land Lab located at 450 E. Wetmore RD, Tucson, Arizona 85705. The area labeled as “Networking & Supply Room 8” shall be accessible to the landlord at all times. The tenant may co-locate communication and network equipment in the space.

