

**PIMA COUNTY DEPARTMENT OF ATTRACTIONS AND
TOURISM**

PROJECT: LEASE OF OLD TUCSON

**TENANT: OLD TUCSON COMPANY, An Arizona
Corporation**

CONTRACT NO.: 04-00-0-100206-0173

**CONTRACT AMENDMENT NO.: One (#01) to Restated
Lease**

ORIG. LEASE TERM: 07/01/2003 - 12/31/2023

TERMINATION DATE PRIOR AMENDMENTS: N/A

**TERMINATION THIS AMENDMENT: Upon completion of
RFP process**

ORIG. LEASE AMOUNT: \$50,000.00

PRIOR AMENDMENTS: \$0

AMOUNT THIS AMENDMENT: \$0

REVISED LEASE AMOUNT: \$50,000.00

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE

County as Lessor and Old Tucson Company ("OTC") as Tenant entered into an Amended and Restated Lease effective July 1, 2003 (the "Lease") for Old Tucson Studios ("Old Tucson"), located upon approximately 360 acres owned by County, as referenced above, which Lease runs through December 31, 2023.

OTC has requested that County commence a process to request proposals pursuant to A.R.S. section 11-256 to negotiate and enter into a new lease for Old Tucson (the "RFP Process"). County has agreed to conduct the RFP Process at OTC's request in exchange for which OTC has agreed to the early termination of the Lease upon the successful conclusion of the RFP Process and the award of a new lease for Old Tucson.

NOW, THEREFORE, County and OTC agree as follows:

CHANGE: SECTION 2 - TERM:

From: "... shall terminate on December 31, 2023."

To: "... terminates upon the earlier of December 31, 2023, or thirty (30) days following the execution by Lessor of a new lease with the successful prospective Tenant in an RFP Process that Lessor intends to undertake in calendar year 2017 pursuant to A.R.S. section 11-256 for a new lease of Old Tucson. The basic terms of the RFP including the minimum qualifications of a bidder in the RFP process are attached hereto as Exhibit A."

ADD: New SECTION 2.1 to read as follows:

2.1 OTC Cooperation with RFP Process and Transition. OTC will cooperate fully with Lessor in the RFP Process, including making the Old Tucson facility available for inspection to prospective Tenants at no charge, and providing profit and loss statements showing OTC's past five (5) years of operation to Lessor within ten (10) days after execution of this First Amendment. OTC will cooperate fully with Lessor and the new Tenant to transition the new Tenant into the operation of Old Tucson during the thirty (30) day period following the execution of the new lease between Lessor and the successful Tenant in the RFP Process.

ADD: New Section 2.2 to read as follows:

2.2 Assignment of Name. In the event that OTC is not the successful bidder in the RFP Process, OTC agrees to assign any and all right, title and interest, whether arising under state law, federal law or common law, that OTC has, if any, in the names "Old Tucson Studios" and "Old Tucson", to County, upon termination of the Lease.

The effective date of this Fifth Amendment to Lease is upon its execution by both parties.

All other provisions of the Lease not specifically changed by this Fifth Amendment to Lease remain in effect and are binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this First Amendment to Amended and Restated Lease on the dates written below.

Lessor:

Tenant:

Sharon Bronson, Chair, Board of Supervisors

Signature

Date

Print Name and Title

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO CONTENT:

Tom Moulton, Director, Attractions and Tourism

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney