AGREEMENT TO PROVIDE ECONOMIC BENEFITS
Sonora Moonshine Company, LLC

This Agreement ("**Agreement**") is entered into as of November 9, 2022 ("**Effective Date**") by and between Sonora Moonshine Company, LLC, an Arizona limited liability company ("**SMC**"), and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the "**District**"). SMC and the District are sometimes referred to in this Agreement collectively as the **"Parties"** or individually as a **"Party."**

RECITALS

A. SMC has a Retail Lease ("Lease") with Julian Drew Lofts, LLC who owns the real property located at 114 and 124 E. Broadway Blvd. in Tucson, Arizona (the "VFW Building"), Pima County Assessor parcel number 117-17-003A, which is legally described and depicted at **Exhibit A**, attached hereto and incorporated herein by this reference. The VFW Building is comprised of land and improvements including retail services, restaurant/food services, an outdoor patio, and an adjacent parking lot (among other improvements).

B. SMC will invest $774,740.77 into the first floor, basement, and outdoor patio of the VFW Building to develop, remodel, and repurpose those areas as described and depicted in **Exhibit B** (the Construction Budget Proposal, architectural drawings, and renderings) to build a bar / restaurant at that location (collectively, the "SMC Project").

C. SMC anticipates that operation of the bar / restaurant and outdoor patio will immediately generate substantial revenue that will produce transaction privilege tax revenues for the District.

D. At the Rio Nuevo District's public meeting on September 27, 2022, SMC requested the District's financial assistance to complete construction, remodeling, and repurposing of the above-referenced areas of the VFW Building. SMC's goal is to complete development and commence operations of the establishments before May 1, 2023.

E. The District's Board has determined that the construction and development of the above-referenced areas of the VFW Building and operation of the bar / restaurant and outdoor patio at the VFW Building will generate substantial taxable revenue, appreciably increase employment opportunities, and will therefore benefit the downtown Tucson area and the Rio Nuevo District in general.

F. During the public meeting on September 27, 2022, the District approved a cost-reimbursement grant of $380,537 (the "Economic Incentive") to SMC for the purpose of reimbursing SMC for as-completed construction draws/improvements in compliance with **Exhibit B**, attached hereto and incorporated herein by this reference (the "Construction Proposal"). The District has approved the Economic Incentive, but in no event shall such reimbursement grant exceed fifty percent (50%) of the total amounts expended, invested, or incurred in the SMC Project.

G. This Agreement is to detail the Economic Incentive that the District has agreed to provide SMC to assist it in completing its tenant improvements to the VFW Building and to generally

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describe the terms and conditions that the Parties will incorporate into their relationship with respect to the VFW Building thereafter.

AGREEMENTS

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, which are incorporated herein by this reference.

2) **Definitions**. In this Agreement, unless a different meaning clearly appears from the context:

a) **"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.

b) **"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 VFW Building from time to time.

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

3) **SMC's Minimum Requirements**. To be entitled to the economic benefits provided by the District herein, SMC shall at all times satisfy the following "**Minimum Requirements:"**

a) **Timing of Improvements**. The improvements at the VFW Building contemplated by this Economic Benefit Agreement must be completed, and a Certificate of Occupancy issued, no later than May 1, 2023.

b) **Insurance**. SMC shall maintain at its own cost and expense the following: (1) Causes of Loss-Special Form (formerly "all-risk") Property Insurance against loss or damage to Tenant's improvements and betterments to the VFW Building, written at replacement cost value and with a replacement cost endorsement, covering the Leased Premises for the Lease Term (as defined in the Lease) and (2) builder's risk insurance to be maintained during the construction by Caylor as contemplated by this Agreement in the full amount of the cost of the improvements and SMC shall 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

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a waiver of subrogation in favor of the District and shall be endorsed to include the District as "an additional insured," and these policies shall be 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.

c) **Conditions Precedent**. These Minimum Requirements are express conditions precedent to the District's obligation to provide funding through this Agreement for the improvements and expansion of the Property.

4) **District's Findings**. The District has determined that SMC's satisfaction of the Minimum Requirements: (i) will benefit the District and the City of Tucson ("**City**") in numerous ways, including, without limitation, (A) increasing transaction privilege tax revenues and other revenues, (B) increasing the District's and City's employment base, (C) stimulating further economic development, and (D) otherwise improving or enhancing the economic welfare of the downtown Tucson area and the Rio Nuevo District in general; (ii) is not likely to occur (or to occur at this time and/or in this manner and/or at the improved VFW Building) without the benefits provided in this Agreement; and (iii) 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 these benefits.

5) **Economic Incentive for SMC**.

a) Based upon the District's findings and SMC's continuing satisfaction of the Minimum Requirements, the District will pay a cost reimbursement grant to SMC of $380,537 as an economic incentive to complete the SMC Project at 124 E. Broadway Blvd. The grant will be payable in pro rata installments consistent with construction draws submitted by SMC's General Contractor, Caylor Construction Corp. dba Caylor Design & Construction ("Caylor") after the execution of this Economic Incentive Agreement **and** upon completion of the following requirements:

(1) Receipt of a signed construction draw proving tenant improvements have been made to the VFW Building in compliance with the applicable construction draw and Exhibit B (i.e., the Construction Proposal). For example, if Caylor's Construction Draw #1 says that 10% of the SMC Project has been completed, then the District shall issue a 10% payment of the Economic Incentive (i.e., $38,053.70) as long as the other conditions below have been met;

(2) Written verification by SMC and its architect that certain tenant improvements consistent with the applicable construction draw number have been made to the VFW Building in compliance with the architectural drawings;

(3) The District shall have ten (10) calendar days from date of receipt of SMC's applicable construction draw to inspect the construction work and confirm the work is in accordance with the Construction Proposal. Within seven (7) calendar days of such inspection, the District shall notify SMC in writing if the work or a portion thereof is not approved, and the District may withhold any Economic Incentive payment to SMC until such time as the work has been corrected or performed in accordance with the District's notice; and

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(4) As a condition for release of any funds by the District, SMC shall provide the District with a complete set of all applicable lien waivers from Caylor, all subcontractors, and all suppliers performing work on, or providing materials to, the VFW Building related to the SMC Project. Such lien waivers shall be in the forms set forth in A.R.S. § 33-1008.

b) SMC covenants and agrees to use the Economic Incentive solely to defray SMC's actual cost for construction, renovation, and repurposes of the VFW Building and in compliance with the SMC Project.

c) SMC will provide the District with any and all documentation District requests to establish that the Economic Incentive granted herein is used consistently with the District's stated purpose and goals.

d) In no event will the District's obligation to provide the Economic Incentive exceed an amount equal to fifty percent (50%) of the actual costs incurred or paid by SMC for the SMC Project.

6) **Default, Cure & Remedies**.

a) If either Party fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof from the other Party (the **"Cure Period"**), such failure shall constitute a default under this Agreement (a **"Default"**); provided, however, that if the failure is such that more than thirty (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 thirty (30) day period and diligently proceeds to complete such performance. Any notice of an alleged Default shall specify the nature of said Default and the manner in which said Default may be satisfactorily cured. If said Default is not cured within the Cure Period, the non-defaulting Party shall have the remedies set forth in Section 6(b) or Section 6(c) of this Agreement, as applicable.

b) **District Remedies**. Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by SMC in accordance with this Agreement, the District's sole and exclusive remedies shall consist of and be limited to the following:

i) The District may recover from SMC any Economic Incentive payments made during the period of any properly noticed and uncured Default and cease all future Economic Incentive payments if such Default continues for thirty (30) days or more after the Cure Period unless additional time is required to cure such Default as set forth herein.

ii) All such remedies shall be cumulative and not exclusive of one another except as provided in this Agreement and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

c) **SMC's Remedies**. Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the District in accordance with the notice period and Cure Period provisions of this Agreement, the District expressly acknowledges and agrees that SMC may seek specific performance, an injunction, special action, declaratory relief, or other similar relief requiring the

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District to undertake and fully and timely perform its obligations under this Agreement and/or SMC may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to SMC and not for any other damages of any kind or nature.

d) **Limitation on Damages**. 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, 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 or 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) **Representations and Warranties.**

a) SMC represents, warrants and covenants to the District that:

i) **Organization**. SMC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Arizona, and SMC 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 SMC, enforceable against it in accordance with the terms and conditions herein.

ii) **Performance**. SMC will 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.

iii) **Litigation**. As of the date of this Agreement, SMC knows of no litigation, proceeding, or official investigation contesting the powers of SMC or its officers with respect to this Agreement, including SMC'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 SMC 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 SMC's performance or failure to perform its obligations under this Agreement, whether or not SMC is a party to such claim, action, or proceeding, and whether or not negligence or gross negligence by the District is alleged, SMC shall cause such action or proceeding (including all claims against the District, its directors, officers, agents, or employees)

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to be timely defended by counsel selected by SMC 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 SMC's counsel, at SMC'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, SMC shall indemnify, defend, and hold the District, its Board Members, representatives, agents, and employees, harmless for, from, and against any liability, loss, claim, action, or demand, including attorneys' fees and costs that may arise out of or is connected with SMC's breach of any covenant, representation, warranty, or term in this Agreement. Notwithstanding anything in this Agreement to the contrary, SMC's obligations in this Section 7(a)(v) shall survive termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

vi) **No Consideration to Third Parties**. SMC 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.

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.

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 SMC.

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, defend, and hold SMC, its managers, members, representatives, agents, and employees, harmless for, from, and against any liability, loss, claim, action, or demand, including attorneys' fees and costs, that may arise out of or is connected with the District's breach of any covenant, representation, warranty, or term in this Agreement. The District's above-referenced indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

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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) **Enforced Delay**.

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 SMC be deemed to have failed to satisfy SMC 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, quarantine, 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 VFW Property by any governmental entity; or (ii) the order, judgment, action or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an **"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 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 SMC, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors, or lenders desired by SMC. It is understood and agreed that SMC 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 thirty (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) **General Provisions.**

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

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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 of 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 and their respective successors and assigns.

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 purpose of this Agreement.

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.

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.

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l) **Approvals and Notices**. Any objection, approval, disapproval, demand, document, or other notice (collectively, a "**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 follows:

i) *If to the District:* Rio Nuevo Multipurpose Facilities District, 1703 E. Broadway Boulevard, Tucson, Arizona 85719, with a copy to Timothy Medcoff, Esq., Farhang & Medcoff, 100 South Church Avenue, Suite 100, Tucson, Arizona 85701.

ii) *If to SMC:* Sonora Moonshine Company, LLC, 119 E Toole Ave, Tucson, Arizona, 85701, with copy to Es Teran, Member and Manager, 119 E. Toole Avenue, Tucson, AZ 85701.

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 SMC'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 SMC, 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, and not voidable, and shall vest no rights in the purported assignee or transferee.

n) **Term**. Subject to the indemnification provisions of Section 7 of this Agreement, this Agreement shall terminate without further action upon the earlier of (i) the completion date of the improvements in **Exhibit B** of the VFW Building, or (ii) May 1, 2023 (the "Term"). Notwithstanding the foregoing, if none of the work anticipated under this Economic Incentive Agreement has commenced by May 1, 2023, then this Agreement, without further act or notice required, shall expire and terminate, and the Parties shall have no rights or obligations hereunder.

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

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

r) **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.

s) **Israel Boycott**. If and to the extent that A.R.S. § 35-393, et seq. is applicable, SMC 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.

SONORA MOONSHINE COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

By: _____
Es Teran

Title: Member and Manager

Date: 11 / 08 / 2022

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: _____
Fletcher McCusker, Chairman

Date: 11 / 09 / 2022

By: Edmund Marquez
Edmund Marquez, Secretary

Date: 11 / 07 / 2022

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EXHIBIT A

Legal Description and Depiction of the VFW Building at 114 and 124 E. Broadway Blvd., Tucson, AZ

PARCEL 1:

A PORTION OF LOTS 3 AND 4, BLOCK 256, OF MILITARY PLAZA, A SUBDIVISION OF PIMA COUNTY, ARIZONA ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 1 OF MAPS AND PLATS AT PAGE 24 THEREOF, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP SURVEY MONUMENT STAMPED "RLS 19862" AT THE INTERSECTION OF SAID BROADWAY BOULEVARD AND 6TH AVENUE, FROM WHICH A BRASS CAP SURVEY MONUMENT STAMPED "RLS 19862" AT THE INTERSECTION OF SAID BROADWAY BOULEVARD AND 5THAVENUE BEARS NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 475.47 FEET (NORTH 89 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 475.44 FEET-MEASURED);

THENCE ALONG THE CENTERLINE OF SAID BROADWAY BOULEVARD, NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST A DISTANCE OF 109.61 FEET (NORTH 89 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 109.61 FEET-MEASURED);

THENCE SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.97 FEET (SOUTH 00 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.12 FEET-MEASURED) TO A FOUND REBAR WITH TAG "RLS 12537" ON THE SOUTH RIGHT-OF-WAY LINE OF SAID BROADWAY BOULEVARD, SAME BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 45.22 FEET (NORTH 89 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 45.40 FEET-MEASURED) TO A POINT HEREINAFTER REFERRED TO AS POINT "A", BEING ON THE WEST FACE OF THE BUILDING LOCATED WITHIN LOT 3 OF SAID "MILITARY PLAZA";

THENCE ALONG THE WEST FACE OF SAID BUILDING AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 00 DEGREES 32 MINUTES 58 SECONDS EAST, A DISTANCE OF 98.02 FEET (SOUTH 00 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 98.01 FEET-MEASURED) TO THE SOUTH LINE OF SAID LOT 3;

THENCE ALONG THE SOUTH LINE OF SAID LOTS 3 AND 4, SOUTH 89 DEGREES 33 MINUTES 36 SECONDS WEST, A DISTANCE OF 40.38 FEET (SOUTH 89 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 40.18 FEET-MEASURED) TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCKET 6147 AT PAGE 242 OF OFFICIAL RECORDS OF THE PIMA COUNTY RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.08 FEET (NORTH 00 DEGREES 15 MINUTES 51 SECONDS

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WEST, A DISTANCE OF 35.22 FEET-MEASURED) TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;

THENCE ALONG THE NORTH LINE OF SAID PARCEL OF LAND, SOUTH 89 DEGREES 33 MINUTES 36 SECONDS WEST, A DISTANCE OF 5.28 FEET (SOUTH 89 DEGREES 32 MINUTES 40 SECONDS WEST, A DISTANCE OF 5.28 FEET-MEASURED) TO A FOUND NAIL AND TAG ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCKET 7309 AT PAGE 553 OF OFFICIAL RECORDS OF THE PIMA COUNTY RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 62.79 FEET (NORTH 00 DEGREES 28 MINUTES 02 SECONDS WEST, A DISTANCE OF 62.93 FEET-MEASURED) TO THE POINT OF BEGINNING.

(JV ARBS Lot 3=33, Lot 4=41)

PARCEL 2:

THE EAST 70.00 (NORTH LINE 69.71'-MEASURED)(SOUTH LINE 69.77'-MEASURED) FEET OF LOT 3, BLOCK 256, OF MILITARY PLAZA, A SUBDIVISION OF PIMA COUNTY, ARIZONA ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 1 OF MAPS AND PLATS AT PAGE 24 THEREOF, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

(JV ARBS 31and 32)

PARCEL 3: INTENTIONALLY DELETED.

PARCEL 4:

A PORTION OF BROADWAY BOULEVARD (PUBLIC STREET) DEDICATED PER PLAT OF MILITARY PLAZA, A SUBDIVISION OF PIMA COUNTY, ARIZONA ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 1OF MAPS AND PLATS AT PAGE 24 THEREOF, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "A", BEING ON THE WEST FACE OF THE BUILDING LOCATED WITHIN LOT 3 OF SAID "MILTARY PLAZA";

THENCE ALONG THE WEST FACE OF SAID BUILDING, NORTH 00 DEGREES 32 MINUTES 58 SECONDS WEST, A DISTANCE OF 0.30 FEET (NORTH 00 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 0.35 FEET-MEASURED) TO THE NORTHWEST CORNER OF SAID BUILDING;

THENCE ALONG THE NORTHERLY FACE OF SAID BUILDING THE FOLLOWING FIVE (5) COURSES:

NORTH 89 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 24.68 FEET (NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 24.47 FEET-MEASURED);

THENCE NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 0.50 FEET (NORTH 00 DEGREES 31MINUTES 30 SECONDS WEST, A DISTANCE OF 0.50 FEET-MEASURED);

THENCE NORTH 89 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 21.00 FEET (NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 21.04 FEET-MEASURED);

THENCE SOUTH 00 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 0.50 FEET (THENCE SOUTH 00 DEGREES 31MINUTES 30 SECONDS EAST, A DISTANCE OF 0.50 FEET-MEASURED);

THENCE NORTH 89 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 24.32 FEET (THENCE NORTH 89 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 24.20 FEET-MEASURED) TO THE NORTHEAST CORNER OF SAID BUILDING;

THENCE ALONG THE EAST FACE OF SAID BUILDING, SOUTH 00 DEGREES 31 MINUTES 37 SECONDS EAST, A DISTANCE OF 0.05 FEET (SOUTH 00 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 0.39 FEET-MEASURED) TO SAID SOUTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 70.00 FEET (SOUTH 89 DEGREES 33 MINUTES 26 SECONDS WEST, A DISTANCE OF 69.71 FEET-MEASURED) TO THE POINT OF BEGINNING.

Doc ID: 9f432e852b6bde1a89f653b9a84f028c52038480

Exhibit B

SMC's Construction Proposal

Doc ID: 9f432e852b6bde1a89f653b9a84f028c52038480

Revised October 14, 2022

Es Teran
Borderlands Brewing Co
119 E Toole Ave
Tucson, Arizona 85701

7701 Borderlands Brewing Broadway
124 E Broadway
Tucson, Arizona 85701

Dear Es,

Thank you for the opportunity to provide you a budgetary proposal for work at the above mentioned project. Our estimate of $774,740.77 is per the attached space plan dated 07.25.2022 and marked up plan stamped "markups by caylor 09.06.2022" and the below clarifications:

Standard Allowances (Included In Base Price):

00 00 00 - Permits	$6,750.00
00 00 10 - Architecture/Engineering	$25,400.00
01 45 23 - Testing & Inspecting Services	$2,500.00
01 64 00 - Owner Furnished Products	$4,400.00
06 22 00 - Millwork	$17,957.00
07 40 00 - Roofing	$3,250.00
09 60 00 - Flooring	$17,088.00
12 93 00 - Site Furnishings	$20,000.00
21 10 00 - Fire-Suppression	$2,375.00
32 12 16 - Asphalt Paving	$4,000.00
32 14 16 - Brick Unit Paving	$4,500.00
32 90 00 - Landscaping	$13,000.00

Exclusions:

After hours work, new sewer runs to building tie in, access control, any and all work not mentioned below. Additional exclusions are listed on Exhibit "AA".

Sincerely,

Project Manager

Project Totals:

0 00 00 - PROCUREMENT REQ.

00 00 00 - Permits

Building Permit Allowance	*$6,500.00*
ROW Permit	*$250.00*
00 00 00 - Permits	**$6,750.00**

00 00 10 - Architecture/Engineering

Architect Allowance	*$25,400.00*
00 00 10 - Architecture/Engineering	**$25,400.00**

SUBTOTAL 00 00 00 - PROCUREMENT REQ. $32,150.00

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01 00 00 - GENERAL REQ.

01 06 00 - Supervisor

Supervisor	*$44,000.00*
01 06 00 - Supervisor	**$44,000.00**

01 10 00 - General Labor

Daily Cleanup	*$3,500.00*
01 10 00 - General Labor	**$3,500.00**

01 45 23 - Testing & Inspecting Services

Special Inspections	*$2,500.00*
01 45 23 - Testing & Inspecting Services	**$2,500.00**

01 51 00 - Temporary Utilities

Electric	*$500.00*
01 51 00 - Temporary Utilities	**$500.00**

01 52 19 - Sanitary Facilities

Porta John	*$760.00*
01 52 19 - Sanitary Facilities	**$760.00**
01 53 00 - Temporary Construction	
material	*$550.00*
01 53 00 - Temporary Construction	**$550.00**
01 55 00 - Vehicular Access and Parking	
Monthly Parking Fees	*$3,200.00*
01 55 00 - Vehicular Access and Parking	**$3,200.00**
01 57 00 - Temporary Controls	
barricade AZ Ave for sewer interceptor install	*$1,250.00*
01 57 00 - Temporary Controls	**$1,250.00**
01 58 00 - Project Identification	
Project Signage	*$275.00*
01 58 00 - Project Identification	**$275.00**
01 64 00 - Owner Furnished Products	
labor to install tables and furniture supplied by owner	*$4,400.00*
01 64 00 - Owner Furnished Products	**$4,400.00**
01 70 00 - Execution & Closeout	
Closeout Admin Time	*$575.00*
01 70 00 - Execution & Closeout	**$575.00**
01 74 00 - Cleaning	
Final Clean	*$970.65*
01 74 00 - Cleaning	**$970.65**
SUBTOTAL 01 00 00 - GENERAL REQ.	**$62,480.65**

02 00 00 - EXT. CONDITIONS

02 41 10 - Demolition Labor

misc demolition	*$1,100.00*
02 41 10 - Demolition Labor	**$1,100.00**

02 81 00 - Disposal of Material

Dumpster rentals	*$2,900.00*
02 81 00 - Disposal of Material	**$2,900.00**

SUBTOTAL 02 00 00 - EXT. CONDITIONS **$4,000.00**

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03 00 00 - CONCRETE

03 00 00 - Concrete

Pourback in basement	*$1,560.00*
Cutting 13 holes for plumbing	*$1,625.00*
Cut up to 60sf for plumbing trenches/sinks	*$2,100.00*
4 Concrete Caisons for canopies allowance	*$10,000.00*
concrete ramp	*$4,710.00*
Concrete landings	*$7,875.00*
03 00 00 - Concrete	**$27,870.00**

03 15 13 - Concrete Accessories

rebar and epoxy materials	*$150.00*
03 15 13 - Concrete Accessories	**$150.00**

SUBTOTAL 03 00 00 - CONCRETE **$28,020.00**

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05 00 00 - METALS

05 00 00 - Metals

extend fencing, build new trellis structure	*$46,000.00*
05 00 00 - Metals	**$46,000.00**

05 52 13 - Pipe and Tube Railings

railings	*$1,950.00*
05 52 13 - Pipe and Tube Railings	**$1,950.00**
SUBTOTAL 05 00 00 - METALS	**$47,950.00**

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06 00 00 - WOOD, PLASTICS, COMP

06 10 00 - Rough Carpentry

backing for restrooms	*$150.00*
backing at kitchen	*$950.00*
06 10 00 - Rough Carpentry	**$1,100.00**

06 20 00 - Finish Carpentry

install doors	*$760.00*
06 20 00 - Finish Carpentry	**$760.00**

06 22 00 - Millwork

solid surface countertops	*$12,957.00*
face of bar treatment allowance	*$5,000.00*
06 22 00 - Millwork	**$17,957.00**

06 83 16 - FRP

FRP	*$8,810.00*
06 83 16 - FRP	**$8,810.00**
SUBTOTAL 06 00 00 - WOOD, PLASTICS, COMP	**$28,627.00**

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07 00 00 - THERMAL PROTECTION

07 20 00 - Thermal Protection

Insulate walls at restrooms	*$476.00*
insulate walls at kitchen and basement	*$877.20*
07 20 00 - Thermal Protection	**$1,353.20**

07 40 00 - Roofing

roofing penetrations allowance	*$3,250.00*
07 40 00 - Roofing	**$3,250.00**

07 80 00 - Fire & Smoke Protection

firestopping	*$375.00*
07 80 00 - Fire & Smoke Protection	**$375.00**

SUBTOTAL 07 00 00 - THERMAL PROTECTION **$4,978.20**

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08 00 00 - OPENINGS

08 14 00 - Interior Doors

(4) 3'x7' interior doors - HM doors and paint grade doors	*$2,300.00*
08 14 00 - Interior Doors	**$2,300.00**

08 31 00 - Access Door

Access doors	*$200.00*
08 31 00 - Access Door	**$200.00**

08 33 00 - Coiling Doors & Grills

(1) 4'w x 8'h overhead slatted coiling door at stairs	*$8,716.93*
08 33 00 - Coiling Doors & Grills	**$8,716.93**

08 71 00 - Door Hardware

Door hardware for new doors	*$700.00*

08 71 00 - Door Hardware	**$700.00**
08 83 00 - Mirrors	
(2) Restroom mirrors	*$330.00*
08 83 00 - Mirrors	**$330.00**
SUBTOTAL 08 00 00 - OPENINGS	**$12,246.93**

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09 00 00 - FINISHES

09 29 00 - Gypsum Wallboard	
new walls	*$11,000.00*
chase on upper floor	*$2,500.00*
low wall supports	*$425.00*
09 29 00 - Gypsum Wallboard	**$13,925.00**
09 51 20 - Acoustical Ceilings	
Vinylrock ceiling tile and grid	*$3,235.00*
09 51 20 - Acoustical Ceilings	**$3,235.00**
09 60 00 - Flooring	
quarry tile	*$8,160.00*
quarry base	*$1,908.00*
Ceramic Tile floors Allowance	*$1,020.00*
ceraic wainscott restrooms allowance	*$6,000.00*
09 60 00 - Flooring	**$17,088.00**
09 91 23 - Interior Painting	
paint new walls and ceilings - excludes sealing existing walls and ceilings	*$8,842.50*
paint corridor ceiling to match new pipes	*$2,280.00*
09 91 23 - Interior Painting	**$11,122.50**

09 97 23 - Concrete and Masonry Coatings	
clean and seal concrete flooring allowance	*$17,050.00*
09 97 23 - Concrete and Masonry Coatings	**$17,050.00**
SUBTOTAL 09 00 00 - FINISHES	**$62,420.50**

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10 00 00 - SPECIALTIES	
10 14 00 - Signage	
restrooms signage	*$90.00*
10 14 00 - Signage	**$90.00**
10 28 13 - Toilet Accessories	
Grab Bars and restroom accessories	*$1,975.00*
10 28 13 - Toilet Accessories	**$1,975.00**
10 44 16 - Fire Extinguishers	
10lb Fire Extinguisher	*$150.00*
Type K fire extinguisher for kitchen	*$500.00*
10 44 16 - Fire Extinguishers	**$650.00**
SUBTOTAL 10 00 00 - SPECIALTIES	**$2,715.00**

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11 00 00 - EQUIPMENT	
11 00 00 - Kitchen HVAC	
Kitchen HVAC Allowance	*$62,045.00*
11 00 00 - Equipment	**$62,045.00**
SUBTOTAL 11 00 00 - EQUIPMENT	**$62,045.00**

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12 00 00 - FURNISHINGS

12 20 00 - Window Treatments

Tint windows in building	*$1,050.00*
12 20 00 - Window Treatments	**$1,050.00**

12 93 00 - Site Furnishings

Shade Sails Allowance, includes steel, sails and install	*$20,000.00*
12 93 00 - Site Furnishings	**$20,000.00**
SUBTOTAL 12 00 00 - FURNISHINGS	**$21,050.00**

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13 00 00 - CONSTRUCTION SUPPLY

13 00 00 - Supply

mic. supplies	*$3,500.00*
13 00 00 - Supply	**$3,500.00**
SUBTOTAL 13 00 00 - CONSTRUCTION SUPPLY	**$3,500.00**

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21 00 00 - FIRE SUPPRESSION

21 10 00 - Fire-Suppression

Modifications budget	*$2,375.00*
21 10 00 - Fire-Suppression	**$2,375.00**
SUBTOTAL 21 00 00 - FIRE SUPPRESSION	**$2,375.00**

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22 00 00 - PLUMBING

22 00 00 - Plumbing

Allowance for (2) restrooms, kitchen equipment sewer, ejector pump, connect to existing sewer line stubbed in space. Grease interceptor, grease line in hallway out to Arizona Ave, connect to existing sewer	*$96,600.00*

misting system - allowance	*$6,000.00*
22 00 00 - Plumbing	**$102,600.00**
SUBTOTAL 22 00 00 - PLUMBING	**$102,600.00**

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23 00 00 - HVAC

23 00 00 - HVAC

Budget - (2) 16 SEER Carrier 4 ton split system heat pumps with 7-day programmable thermostats, insulated condensate piping to janitors mop sink and insulated refrigerant circuits. Fan coils may be mounted vertically or horizontally, fan coils will be mounted on roof with Unistrut support frame with C-Port feet. Provided with air distribution system with uninsulated exposed spiral pipe air distribution will be insulated above ceilings, (3) Ceiling mounted exhaust fans with integral backdraft damper and air distribution terminating at wall cap	*$48,692.00*
23 00 00 - HVAC	**$48,692.00**
SUBTOTAL 23 00 00 - HVAC	**$48,692.00**

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26 00 00 - ELECTRICAL

26 00 00 - Electrical

Kitchen equipment, HVAC equipment power, outlets, new 200 amp panel, 75k transformer, 480 v secondary to roof SES, switch gear and fire alarm	*$70,080.00*
Fixture allowance	*$22,800.00*
26 00 00 - Electrical	**$92,880.00**
SUBTOTAL 26 00 00 - ELECTRICAL	**$92,880.00**

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32 00 00 - EXT IMPROVEMENT

32 12 16 - Asphalt Paving

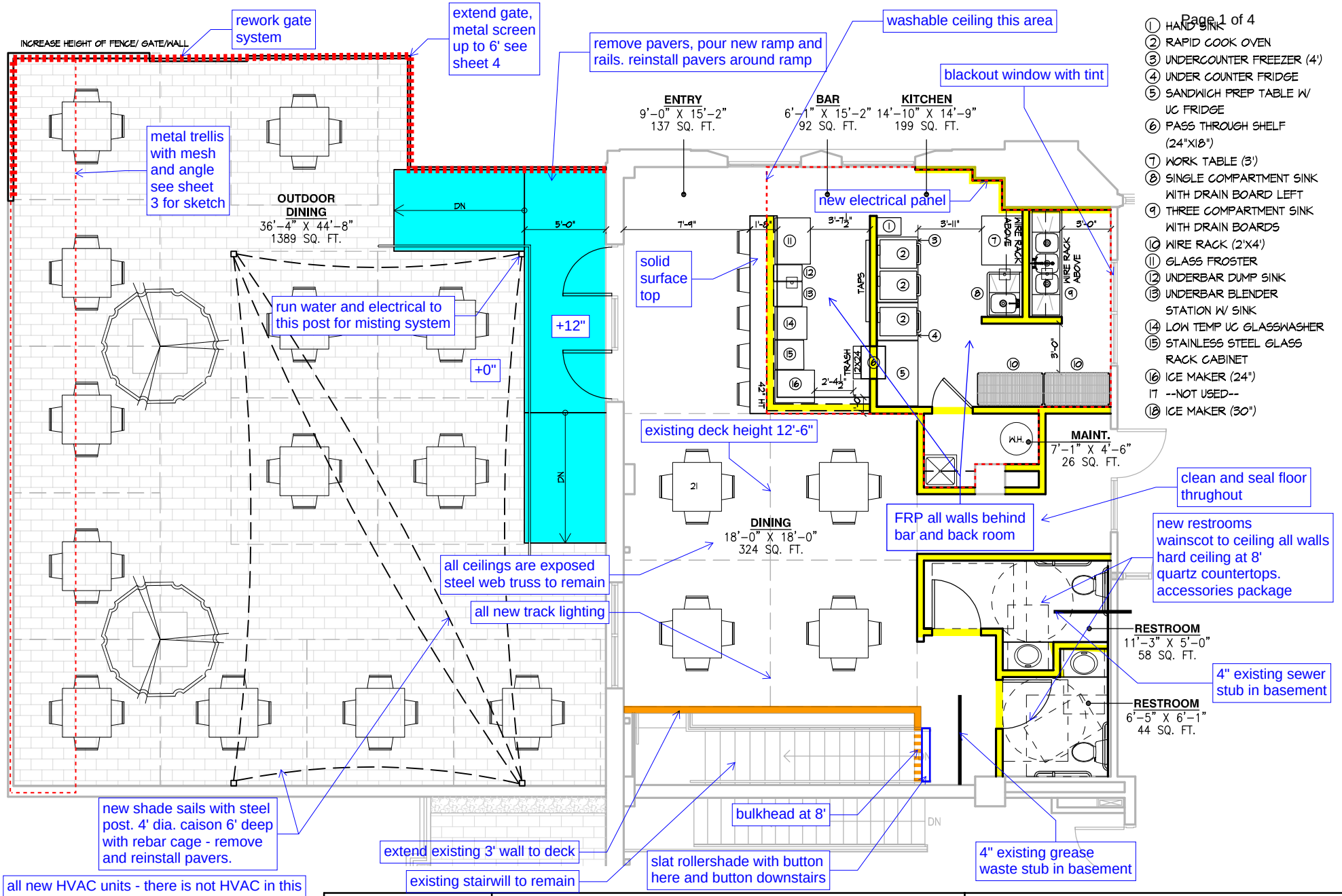
new paving at az avenue patch	*$4,000.00*

32 12 16 - Asphalt Paving	**$4,000.00**
32 14 16 - Brick Unit Paving	
remove and dispose of brick pavers	*$4,500.00*
32 14 16 - Brick Unit Paving	**$4,500.00**
32 90 00 - Landscaping	
Artificial turf	*$13,000.00*
32 90 00 - Landscaping	**$13,000.00**
SUBTOTAL 32 00 00 - EXT IMPROVEMENT	**$21,500.00**

COMPANY OVERHEAD & MARGIN

99 Company Overhead	
Company Overhead Percentage	*$46,484.45*
99 Company Overhead	**$46,484.45**
99 Company Margin	
Company's Profit Margin	*$38,737.04*
99 Company Margin	**$38,737.04**
Insurance	
General Liability	*$7,824.88*
Insurance	**$7,824.88**
98 Sales Tax	
Sales Tax	*$41,464.13*
98 Sales Tax	**$41,464.13**
SUBTOTAL COMPANY OVERHEAD & MARGIN	**$134,510.49**

GRAND TOTAL	**$774,740.78**



1. HAND SINK
2. RAPID COOK OVEN
3. UNDERCOUNTER FREEZER (4')
4. UNDER COUNTER FRIDGE
5. SANDWICH PREP TABLE W/ UC FRIDGE
6. PASS THROUGH SHELF (24"X18")
7. WORK TABLE (3')
8. SINGLE COMPARTMENT SINK WITH DRAIN BOARD LEFT
9. THREE COMPARTMENT SINK WITH DRAIN BOARDS
10. WIRE RACK (2'X4')
11. GLASS FROSTER
12. UNDERBAR DUMP SINK
13. UNDERBAR BLENDER STATION W/ SINK
14. LOW TEMP UC GLASSWASHER
15. STAINLESS STEEL GLASS RACK CABINET
16. ICE MAKER (24")
17. --NOT USED--
18. ICE MAKER (30")

all new HVAC units - there is not HVAC in this suite currently

new exhaust fan in janitorial closet

exposed duct.

electrical panel will be new. all electrical to be exposed conduit

DATE:	7/25/2022
SHT. NO.	SPACE PLAN 03.1
	09554.000

BORDERLANDS BREWING CO.
2,157 RSF

Markups by Caylor
09.06.2022

124 E BROADWAY

SCALE: 1/8" = 1'-0"
TUCSON, ARIZONA

INTERTECH
ARCHITECTURAL INTERIORS, INC
6089 EAST GRANT ROAD
TUCSON, ARIZONA 85712
(520)298-6306

GWB ceiling up on bottom of steel web joist

dimeable pendants above countertop,
dimeable can lights on separate switch above bar area

FRP all walls behind bar

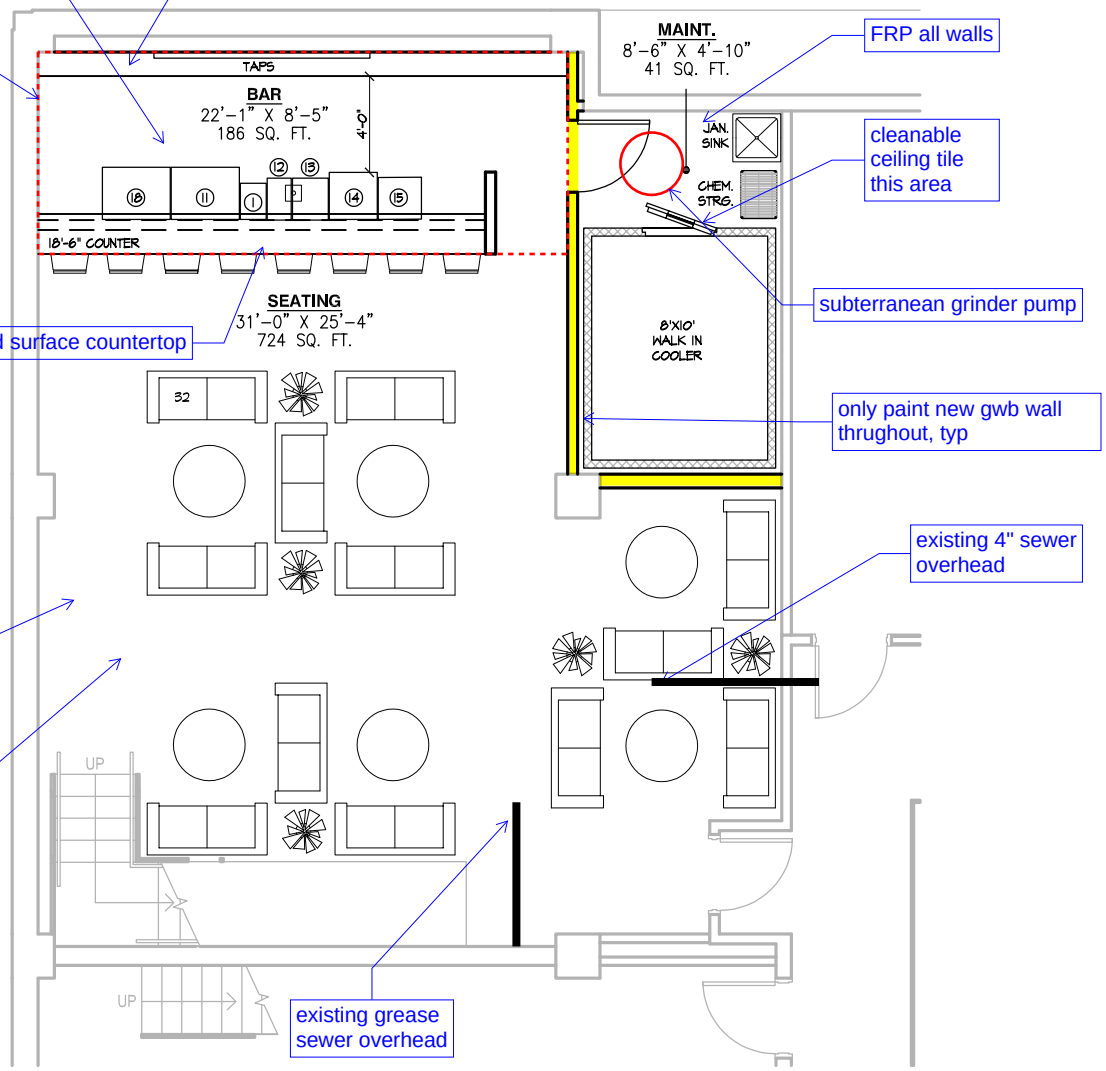
low wall furrout
stainless steel countertop

clean and seal floors

exposed steel web truss to remain typical

all track lighting with dimmable heads

1. HAND SINK
2. RAPID COOK OVEN
3. UNDERCOUNTER FREEZER (4')
4. UNDER COUNTER FRIDGE
5. SANDWICH PREP TABLE W/ UC FRIDGE
6. PASS THROUGH SHELF (24"X18")
7. WORK TABLE (3')
8. SINGLE COMPARTMENT SINK WITH DRAIN BOARD LEFT
9. THREE COMPARTMENT SINK WITH DRAIN BOARDS
10. WIRE RACK (2'X4')
11. GLASS FROSTER
12. UNDERBAR DUMP SINK
13. UNDERBAR BLENDER STATION W/ SINK
14. LOW TEMP UC GLASSWASHER
15. STAINLESS STEEL GLASS RACK CABINET
16. ICE MAKER (24")
17. --NOT USED--
18. ICE MAKER (30")



solid surface countertop

FRP all walls

cleanable ceiling tile this area

subterranean grinder pump

only paint new gwb wall thrughout, typ

existing 4" sewer overhead

deck height 11'

clean and seal floors

exposed steel web truss to remain typical

all track lighting with dimmable heads

existing grease sewer overhead

all new HVAC units - there is not HVAC in this suite currently

new exhaust fan in janitorial closet

exposed duct.

electrical panel will be new. all electrical to be exposed conduit

DATE: 7/25/2022

SHT. NO. SPACE PLAN 3.1 LOWER LEVEL

09554.000

BORDERLANDS BREWING CO.
2,157 RSF

Markups by Caylor
09.06.2022

124 E BROADWAY

N

SCALE: 1/8" = 1'-0"
TUCSON, ARIZONA

INTERTECH
ARCHITECTURAL INTERIORS, INC
6089 EAST GRANT ROAD
TUCSON, ARIZONA 85712
(520)298-6306

add 1 section to match perforated metal

add section to match above. same 2 rows.

metal shade trellis

Markups by Caylor
09.06.2022

SONORA MOONSHINE CO.

EXHIBIT AA

DATE: October 14, 2022
CONTRACTOR: **ROBERT CAYLOR CONSTRUCTION CO.**
PROJECT: 7701 Borderlands Brewing Broadway - 124 E Broadway Tucson, Arizona 85701

This Exhibit AA is attached and made a part of the construction documents.

EXCLUSIONS:

Listed herein are items specifically excluded for the work of this contract and contract sum:

- Remediation or handling of hazardous materials including, but not limited to asbestos and lead.
- Remediation of mold, fungi or bacteria.
- Any and all overtime or after hours work including all punch list or warranty issues after client has moved in unless specifically included in the estimate.
- Damage to any work installed over existing concrete or sub-base materials caused by moisture contained therein.
- Corrections of existing unforeseen building discrepancies not drawn on plans, including unleveled floors, floor patching, and floor leveling.
- Discrepancies in plans and changes required after plans are submitted for permit.
- Costs of moisture testing of floors or remediation / preparation thereof.
- Sealing of VCT, vinyl and ceramic materials.
- Public Utility charges are excluded unless specifically included in the estimate.
- Course of construction utilities including but not limited to electric and water. Installation of communications systems, cabling, phone wiring or similar work.
- Installation or modification of alarm systems, key pads, magnetic locks, control entry systems or similar work.
- Re-keying of any locks.
- Moving of furniture or equipment is specifically excluded.
- Costs associated with shipping and handling to out-of-town Owners, Architects, Designers, and Agents will be billed at cost plus 20%.
- Owner's builder's all-risk or course of construction insurance.
- Handy-man labor i.e. hanging of pictures, moving furniture, etc. will be billed at $100.00 per hour. Additional cost incurred due to material or shipping cost increase if job commences more than 20 days from this proposal or if material prices increase more than 3% after the start of the project.

SCHEDULE:

Listed herein are certain items that may cause delays and extend construction schedule:

- Contractor requires confirmation and communication within a reasonable time period, including answers and or approvals of RFI's, submittals and shop drawings to Owner, Tenant, Architect or Change Orders.
- Selection of material not available to meet the schedule of construction.
- Owner's or Tenant's vendors furnishing material or labor which may interfere with other trades and Contractor's schedule.
- Any damage caused by Owner, Tenant or Agents shall extend construction schedule and repair cost shall be added to contract price.
- Doors, frames, millwork, trusses, restroom partitions and other specialty items are considered long lead items and may have the potential for delaying the job. Time is of the essence for the Owner or its Agent to select the products. All colors shall be submitted to contractor within five (5) days of start of project. Check with your architect. In comparing stain samples, please be aware, most stain samples submitted by the manufacturer are done with a computer-assisted application to the wood. This cannot be duplicated in the field. Bear in mind the wood species, as well as veneer and hardwood grains will vary the appearance of the stain color using the same stain.