AGREEMENT TO PROVIDE ECONOMIC BENEFITS
121 E. Broadway, LLC

This Economic Benefit Agreement (this "**Agreement**") is effective as of January 25, 2023 ("**Effective Date**") between doHi, LLC, an Arizona limited liability company ("**doHi**"), and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the "**District**"). doHi and the District are sometimes referred to in this Agreement, collectively, as the "**Parties**" or individually as a "**Party**."

RECITALS

A. doHi has a standard Commercial Lease ("**Lease**") with RSVP Franklin Properties, LLC who owns the real property and building with a street address located at 121 East Congress Street in Tucson, Arizona (the "**121 Building**"), Pima County Assessor parcel number Parcel 117-06-194A, which is legally described and depicted at Exhibit A, attached hereto. The 121 Building is comprised of land and improvements including, without limit, the approximately 2,638 square feet of rental space leased by doHi pursuant to the Lease, and the adjacent space which includes restaurant/bar services, and an outdoor patio (among other improvements).

B. doHi will invest at least $1,042,733.00 into the 121 Building to develop, remodel, renovate, and repurpose the interior and exterior areas as described and depicted in Exhibit B (the construction proposal, architectural drawings, and renderings all of which will be produced and will be consistent with the presentation made by doHi at the District's July 26, 2022 board meeting (collectively, the "**Construction Proposal**")) to create a retail and floral business, a boardroom for private parties, and an office for doHi's sales and headquarters within the 121 Building (collectively, the "**doHi Project**").

C. doHi anticipates that the retail and floral business, boardroom, and doHi sales and 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 July 26, 2022, doHi requested the District's financial assistance to complete construction, remodeling, and repurposing of the above-referenced areas of the 121 Building. doHi's goal is to complete development and commence its expanded operations before April 1, 2024.

E. The District's Board has determined that the remodeling, repurposing, and development of the above-referenced areas of the 121 Building to support the doHi Project at the 121 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 July 26, 2022, the District approved a cost-reimbursement grant equal to **no event** greater than $375,000.00 (the "**Economic Incentive**") to doHi for the purpose of reimbursing doHi for as-completed construction draws/improvements in compliance with Exhibit B.

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G. The Parties agree that this Agreement is to detail the terms and conditions of the Economic Incentive the District has agreed to provide doHi to assist it in completing the doHi Project to the leased areas of the 121 Building and to generally describe the terms and conditions that the Parties will incorporate into their relationship thereafter with respect to the 121 Building.

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, 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 121 Building from time to time.

"City" means the City of Tucson, Arizona.

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

"Cure Period" has the meaning assigned in Section 6 hereof.

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

"Economic Incentive" has the meaning assigned in the recitals of this Agreement.

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

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

"Notice" has the meaning assigned in Section 9(l) hereof.

"Order" has the meaning assigned in Section 8(a) hereof.

"Term" has the meaning assigned in Section 9(n) hereof.

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

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

(a) Timing of Improvements. The improvements at the 121 Building contemplated by this Agreement must be completed, and a Certificate of Occupancy issued, no later than April 1, 2024.

(b) Insurance. doHi 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 Tenant's improvements and betterments to the 121 Building, written at replacement cost value and with a replacement cost endorsement, covering the Premises for the Lease Term (as defined 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 doHi 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 doHi 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.

(c) Conditions Precedent. For the duration of this Agreement and the doHi 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 121 Building.

4. District's Findings. The District has determined that doHi's satisfaction of the Minimum Requirements: (i) will benefit the District and the 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 121 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 those benefits.

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5. Economic Incentive for doHi.

Based upon the District's findings and doHi's continuing satisfaction of the Minimum Requirements, the District will pay a cost reimbursement Economic Incentive to doHi covering the total construction costs, but in **no event in an amount** greater than $375,000.00, as an economic incentive to complete the doHi Project at the 121 Building.

The foregoing grant of the Economic Incentive will – after the execution of this Economic Incentive Agreement and subject to the terms and conditions herein – be payable in pro rata installments, proportional to actual work and construction progress completed on the doHi Project. Accordingly, District will release each installment of funds in an amount consistent with the latest construction draw submitted by doHi's Contractor and only upon completion of the following required conditions:

i. doHi and/or Contractor shall delivery to District a signed construction draw proving tenant improvements have been made to the 121 Building in compliance with the applicable construction draw and Exhibit B (*i.e.*, the Construction Proposal);

ii. For each construction draw submitted by Contractor, doHi or its Architect shall further provide written verification that (X) certain tenant improvements and work consistent with the applicable construction draw number have been made to the 121 Building in compliance with the architectural drawings and other Construction Proposal documents, if applicable, and (Y) proof of payment to Contractor and each of the applicable subcontractors and/or suppliers;

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

iv. As a further condition for release of any funds by the District, doHi shall also provide the District with a complete set of all applicable lien waivers from Contractor, all subcontractors, and all suppliers performing work on, or providing materials to, the 121 Building related to the doHi Project. Such lien waivers shall be in the forms set forth in A.R.S. § 33-1008. Upon completion of each of the foregoing requirements and procedures and following the applicable inspection and approval periods set forth above, District will release and provide funds to doHi in accordance with this Section and subject to the other terms and conditions of this Agreement.

Subject to the other terms and conditions in this Agreement, if doHi satisfies each of the terms and conditions in this Section 5(a), District shall release the applicable installment of funds. For any work approved by the District, each such installment shall be released no later than within fourteen

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(14) business days following the date on the District inspects and approves the 121 Building and work pursuant to Section 5(a)iii), above.

doHi hereby irrevocably covenants and agrees to use the Economic Incentive solely to defray doHi's actual costs for the construction, renovation, and repurposing of the 121 Building in compliance with the doHi Project and Construction Proposal documents.

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

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

6. Default, Cure & Remedies.

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; *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 Cure Period and diligently proceeds to complete such performance. Any 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) District Remedies. Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by doHi in accordance with this Agreement, the District's remedies shall include, without limit, the following:

i. Upon any Default which continues for thirty (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 (X) in all cases, recover from doHi any and all Economic Incentive payments made during the period of any properly noticed and uncured Default, (Y) if such Default involves misuse or misappropriation by doHi of any Economic Incentive funds received hereunder, claw back from doHi all Economic Incentive payments previously received thereby, irrespective of when during the term such misuse or misappropriation occurred, and (Z) in all cases, immediately cease all future Economic Incentive payments to doHi.

ii. Upon any Default, the District shall be entitled to any other remedies as may be available at law or in equity. All remedies of 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).

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(c) doHi'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 doHi 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 doHi may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to doHi 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, 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 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) Of doHi. doHi represents, warrants, and covenants to the District that:

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

ii. Performance. doHi 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, doHi knows of no litigation, proceeding, or official investigation contesting the powers of doHi or its officers with respect to this Agreement, including doHi'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 doHi is a party.

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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 doHi's performance or failure to perform its obligations under this Agreement, whether or not doHi is a party to such claim, action, or proceeding, and whether or not negligence or gross negligence by the District is alleged, doHi shall 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 doHi 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 doHi's counsel, at doHi'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, doHi 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 doHi's breach of any covenant, representation, warranty, or term in this Agreement. Notwithstanding anything in this Agreement to the contrary, doHi's obligations in this Section 7(a)(v) shall survive termination and/or the expiration of this Agreement.

vi. No Consideration to Third Parties. doHi 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 doHi.

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.

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v. Indemnification. The District shall indemnify, defend, and hold doHi, 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.

(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 doHi be deemed to have failed to satisfy doHi 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 121 Building and 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 doHi, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors, or lenders desired by doHi. It is understood and agreed that doHi will bear all risks of delay which is not Enforced Delay.

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(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 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.

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(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.

(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:

If to District: Rio Nuevo Multipurpose Facilities District
Attn: Edmund Marquez
1703 East Broadway Boulevard,
Tucson, Arizona 85719

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

If to doHi: doHi, LLC
Attn: Jessie Gunn
1501 W. Calle Kino
Tucson, Arizona 85704

(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 doHi'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 doHi; 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

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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 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 121 Building, or (ii) April 1, 2024 (the "**Term**"). Notwithstanding the foregoing, if none of the work anticipated under this Economic Incentive Agreement has commenced by August 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 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 doHi, or to any successor in interest to doHi, in the event of any Default by the District, or for any amount which may become due to doHi 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, doHi 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.

[*SIGNATURE PAGE FOLLOWS*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below, effective as of the Effective Date.

DOHI, LLC

By: _____
Name: Jessica Gunn
Title: Owner

Date: Feb 8, 2023

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: _____
Name: Fletcher McCusker,
Title: Chairman

Date: 02 / 22 / 2023

By: Edmund Marquez
Name: Edmund Marquez
Title: Secretary

Date: 02 / 22 / 2023

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EXHIBIT A

Legal Description of Premises

The Land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

THE EAST 44.8 FEET MORE OR LESS OF LOT 11, IN BLOCK 92, OF THE CITY OF TUCSON, PIMA COUNTY, ARIZONA, ACCORDING TO THE OFFICIAL SURVEY AND MAP OR PLAT OF SAID CITY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA.

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EXHIBIT B
CONSTRUCTION PROPOSAL PLANS AND DOCUMENTS

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2022

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GIFTS & FLORAL

RETAIL–SPEAKEASY-OFFICE

We like it, tell us more...

RETAIL & FLORAL

High end sundries store for downtowners

THE BOARDROOM

An exclusive speakeasy style event space

OFFICE

dōHi Brand Growth Hive headquarters

1.2.1

GIFTS & FLORAL

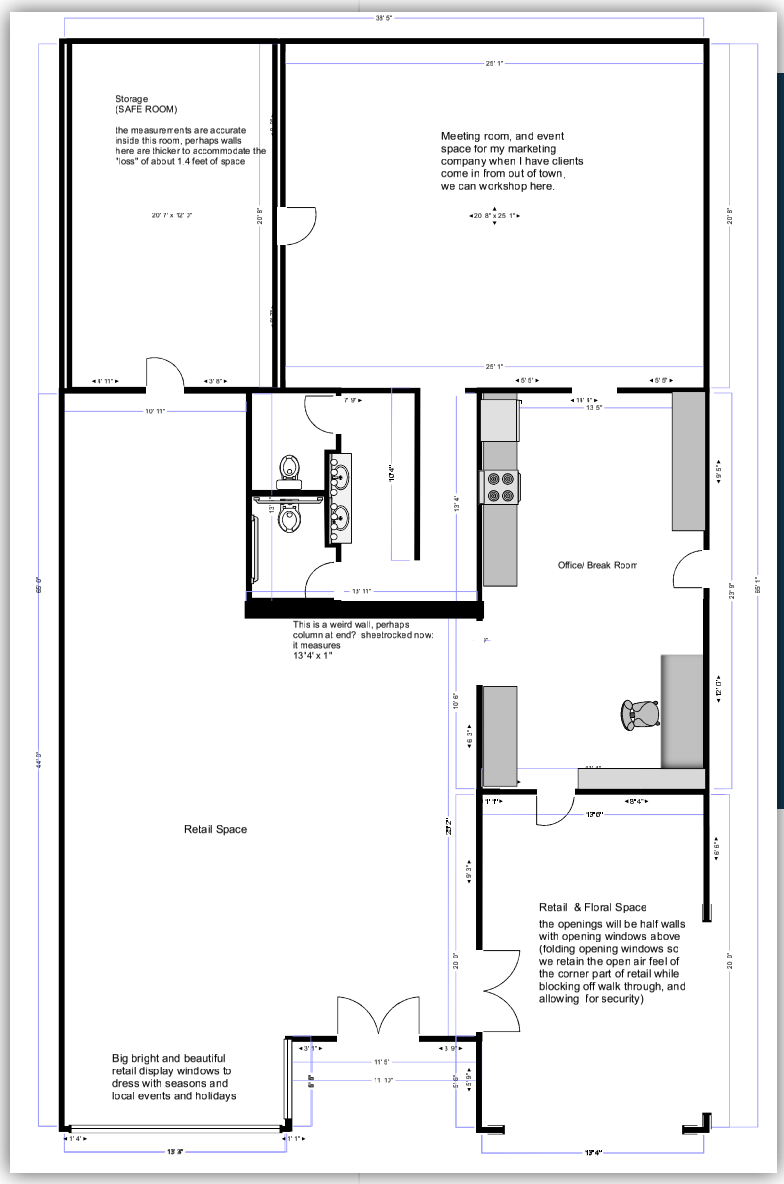
THE BOARDROOM

dōHi

BRAND GROWTH HIVE

RETAIL-SPEAK[illegible]Y OF

121 BROADWAY



What's the big idea?

RETAIL-SPEAKEASY-OFFICE

121 BROADWAY

Talk tax revenue to us...

1.2.1
GIFTS & FLORAL

The retail space will garner tax revenue, based on the items we'll be featuring from a full floral shop to high end, luxury gifts, travel mementos, cards, candles, travel essentials, contemporary stationary, art, jewelry, and Tucson creators' goods.

Think: You're staying at the biggest downtown hotel for a weekend with your wife, and she forgot her earrings for your night out, or you are headed to your friend's birthday dinner at El Charro but forgot a card and gift... or you've got a date, and no flowers! Problem solved!

THE
BOARDROOM

A curated, intimate space that will garner tax revenue via private event bookings and experiential private gatherings that creates subcontracted tax revenue via surrounding F & B businesses (primarily Highwire), gift and décor revenue and hospitality revenue.

Think rehearsal dinner space, corporate rental, tastings, and murder mystery-esque events, date nights for the 30-60 somethings.

dōHi
BRAND GROWTH HIVE

Trendy, successful marketing firm that hosts buyer/producer meetings multiple times a year. This already proven successful business brings more F&B, consumer and hospitality to the area, while encouraging more professional tourism in downtown Tucson.

Ok... and now show us the numbers...

5 YEAR PROJECTIONS	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027	**5 YEAR TOTAL** **Rio Nuevo ROI**
1 • 2 • 1 GIFTS	$650,000	$747,500	$859,625	$988,569	$1,136,854	
1 • 2 • 1 FLORAL	$100,000	$115,000	$132,250	$152,088	$174,901	
THE BOARDROOM	$250,000	$287,500	$330,625	$380,219	$437,252	
dōHi Brand Growth Hive	$105,000	$115,500	$127,050	$139,755	$153,731	
Total Taxable Income	*$1,105,000*	*$1,265,500*	*$1,449,550*	*$1,660,630*	*$1,902,737*	
Rio ROI	$30,940	$35,434	$40,587	$46,498	$53,277	**$ 206,735.669**

Break it down, what are you asking for?

INVESTMENT NEEDED	TOTALS
Electrical	$72,000.00
HVAC	$101,733.00
Plumbing	$90,000.00
Architectural w/Historical & Engineering	$54,000.00
General Construction & Structural	$354,000.00
Open Air Corner custom fold away windows, custom exterior "rollup" door, doors, skylights and windows	$76,000.00
Décor	*$146,000.00*
Antique Bar & Custom-Built Safe Door for historically authentic feel speakeasy	*$85,000.00*
Retail Display Fixtures and Custom window builds	*$64,000.00*
Subtotal	***$1,042,733.00***
Hard Construction costs only	$747,733.00
ASKING	**$375,000.00**
INVESTMENT TOTAL by doHi/Jeessie Gunn (not including lease expenses)	$667,733.00

...but, we need some detail?

- Replacing/reinforcing the roof, structural reinforcement is *required* in 60% of building
- Installing three separately zoned HVAC systems needed, there is currently no HVAC at all
- Comprehensive electrical rework– top to bottom, throughout entire space
- Plumbing is in full failure with caved in pipes, and will be replumbed to through to city connect
- Bathrooms must and will be relocated
- Insulation throughout, there is none currently
- Remediate mold and water damage in walls
- All wall finishes remediated and re-rocked, after reinforcement of structure where needed
- Gas lines rerun and abandoned lines remediated
- Exterior walls need to be remediated and rebuilt on ”floral corner” for security

“Take the forgotten buildings and make something living, don’t let our existence fall to ruin in our very own lifetime, make hope reside with all it’s daily chores, where ruin and ‘forgotten’ tried to claim, to haunt… this is what it means to live here. Really, ***live here.”***

Dylan Thomas

Wait, who are you?

JESSIE JAIMZ GUNN

Owner of a comprehensive marketing agency, dōHi Brand Growth Hive. With high-end clientele from retail, hospitality, agricultural, grower/shipper, cannabis, publishing, tradeshow, event and concierge travel sectors.

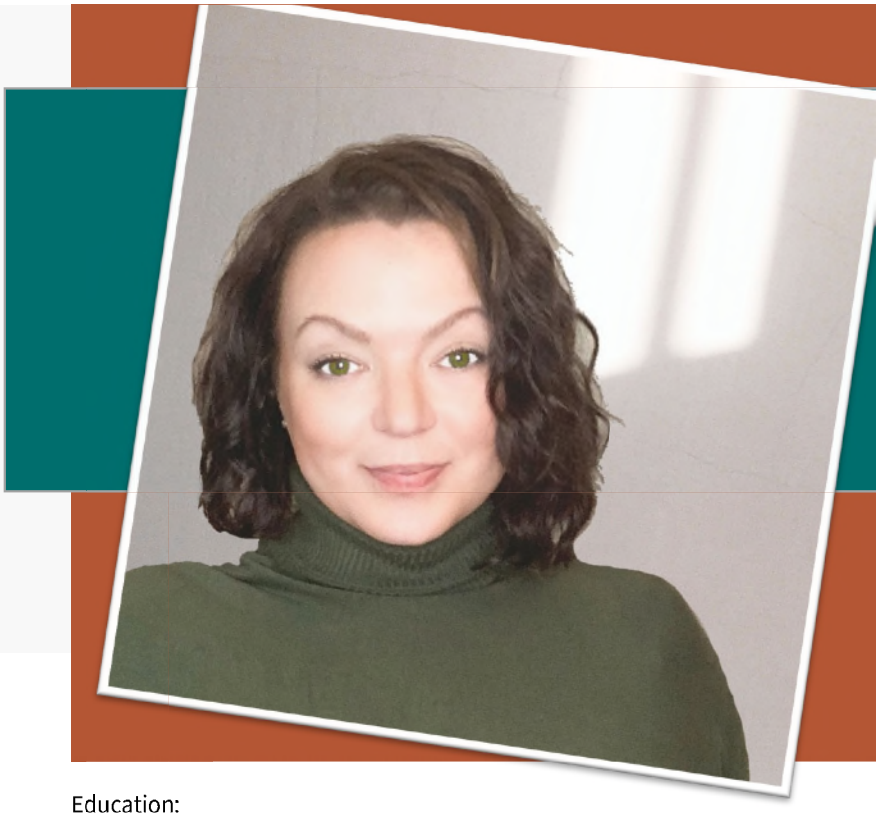
Current Seats held;

- Board Member, CCOF
- Board Member, International Fresh Produce and Floral Council
- Marketing Council Member , Organic Trade Association

Roles prior to opening dōHi in 2019

- Executive Vice President of Marketing & Events; Farm Journal Media, *$186M organization
- Vice President of marketing Wholesum, *$86M organization
- Director of Marketing & Events, West Coast – Baja – Peru, Harley Davidson, *$13.7B organization, regionally $394M

  **Company valuations at time of departure*
- 10 years of 'flipping' entities within the bar & nightclub and family entertainment center industries



Education:

William & Mary Graduate, Bachelor of Business, International Marketing

Judge School, University of Cambridge, Sustainable Organization Leadership

University of California, Associates in Project Management

University of California, Certificate of Professional Meeting Planner

Cornell University, Certificate of Innovative Leadership

Cool, but is it going to be downtown Tucson worthy?

1.2.1
GIFTS & FLORAL

THE
BOARDROOM

dōHi
BRAND GROWTH HIVE

RETAIL | FLEX | EASY-OFFICE

121 BROADWAY

1.2.1

GIFTS

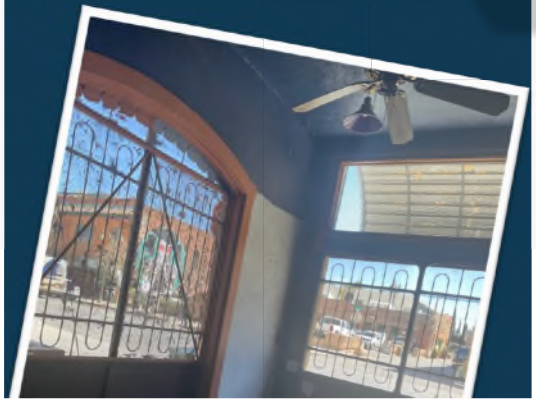
Trending with the wave of success, and the need for a contemporary, downtown (Congress-centric) retail for home, gift, trend and necessity that follows success in Nashville, Scottsdale, San Francisco, Chicago, Austin and Southern CA college towns…

RETAIL-SPEAKEASY-OFFICE

121 BROADWAY

1.2.1
FLORAL

Open, airy and a perfect mix of fresh floral for the last-minute bouquet and the gifts that represent Tucson and the contemporary downtowner perfectly.



THE BOARDROOM

A small, curated, private multi-use space with true speakeasy vibes, that honors the history and existing safe room structure.

RETAIL-SPEAKEASY-OFFICE

121 BROADWAY

dōHi

BRAND GROWTH HIVE

Just establishing a main office, presentable break room kitchen (mutli-use) and usable space.

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That was amazing, we look forward to working with you soon!