AGREEMENT TO PROVIDE ECONOMIC BENEFITS
2553-2555 East Broadway Boulevard

This Economic Benefit Agreement (this "**Agreement**") is effective as of the date set forth on the signature page hereof ("**Effective Date**") between Morgul Enterprises, Inc. dba Rocco's Little Chicago Pizza, an Arizona corporation ("**Rocco**"), and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the "**District**"). Rocco and the District are sometimes referred to in this Agreement, collectively, as the "**Parties**" or, individually, as a "**Party**."

RECITALS

A. Rocco has a commercial lease agreement ("**Lease**") with Sol Block, LLC, an Arizona limited liability company ("**Landlord**"). Landlord entered into a Government Property Improvement Lease Excise Tax ("**GPLET**") with the District, and the Landlord retains an exclusive option to purchase the real property and buildings located at 2553-2555 East Broadway Boulevard, Tucson, Arizona 85716 back from the District upon satisfaction of certain conditions (such real property and improvements thereon, the "**Premises**"), Pima County Assessor parcel number 125-09-012A, which is legally described and depicted in Exhibit A-1 and A-2, attached hereto. The Premises is comprised of land and improvements, including, without limit, the approximately 3,600 square feet of rental space leased by Rocco pursuant to the Lease (among other improvements).

B. Rocco will invest at least Six Hundred Seventy Eight Thousand Seventy Seven and 00/100 Dollars ($678,077.00) into the Premises to renovate and remodel the Premises as described and depicted in Exhibit B (the construction proposal, architectural drawings, and renderings (collectively, the "**Construction Proposal**") to create a pizzeria (collectively, the "**Project**").

C. After the Project's completion, Rocco anticipates that the Premises will immediately generate substantial revenue that will produce transaction privilege tax revenues for the District.

D. At the District's public meeting on September 17, 2019, Rocco requested the District's financial assistance to complete construction, remodeling, and repurposing of the above-referenced areas in the Premises. Rocco's goal is to complete development and commence its expanded operations before December 31, 2024.

E. The District's board members (the "**Board Members**") have determined that the remodeling, repurposing, and development of the above-referenced areas in the Premises and the District's support of the Project in the Premises, will generate substantial taxable revenue, appreciably increase employment opportunities, and will therefore benefit downtown Tucson, the Convention Center, and the District, in general.

F. During the public meeting on September 17, 2019, the District approved—subject to other language and restrictions herein—a cost-reimbursement grant up to, **but not to exceed**, Five Hundred Thousand and No/100 Dollars ($500,000.00) (the "**Economic Incentive**") to Rocco for the purpose of reimbursing Rocco for as-completed hard construction draw costs (*i.e.*, costs other than architectural/design work, legal fees, permits and furniture, fixtures, or equipment) and/or other improvements to the Project in compliance with the Construction Proposal.

G. The Parties agree that the purpose of this Agreement is to provide the detailed terms and conditions of the Economic Incentive that the District has agreed to provide Rocco for assistance with completing the Project in the Premises, and to generally describe the terms and conditions that the Parties will incorporate into their relationship thereafter with respect to the Project.

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 Premises from time to time.

"**Architect**" means the architect engaged by Rocco to complete the formal plans and specifications for the Project as detailed in the Construction Proposal.

"**City**" means the City of Tucson, Arizona.

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

"**Convention Center**" means the Tucson Convention Center, constituting the primary component of the District as that term is defined in A.R.S. § 48-4201.

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

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

"**Draw Notice**" has the meaning assigned in Section 5(c)(i) hereof.

"**Economic Incentive**" has the meaning assigned in the recitals of this Agreement but is subject to other language and restrictions herein.

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

"Improvements" means Rocco's planned improvements to the Premises, in compliance with the descriptions, plans, and other information in the Construction Proposal.

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

"**Notice**" means any objection, approval, disapproval, demand, document, or other notice permitted or required under this Agreement.

"**Order**" means the order, judgment, action, or determination of any court, administrative agency, governmental authority, or other governmental body.

"**Permitted Assignee**" has the meaning given in Section 9(m) hereof

"**Term**" means the term of this Agreement, beginning upon the Effective Date and terminating in accordance with Section 9(n) hereof.

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

3. Recipient's Minimum Requirements. To be eligible for the Economic Incentive provided by the District, Rocco shall at all times satisfy the following Minimum Requirements:

(a) Timing of Improvements. The Improvements to the Premises and Project contemplated by this Agreement must be completed, and a Certificate of Occupancy issued, no later than December 31, 2024.

(b) Insurance. In addition to any insurance required under the Lease, Rocco 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 the existing and new improvements and betterments on the Premises, written at replacement cost value and with a replacement cost endorsement, covering the Premises for the Lease's term (as provided 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 Rocco 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 Rocco 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 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 Premises.

4. District's Findings. The District has determined that Rocco's satisfaction of the Minimum Requirements: (a) will benefit the District, the Convention Center, and the City in numerous ways including, without limitation, (i) increasing transaction privilege tax revenues and other revenues, (ii) increasing the District's and City's employment base, (iii) stimulating further economic development in and around the Convention Center and within the District's district, and (iv) otherwise improving or enhancing the economic welfare of the downtown Tucson area, the Convention Center, and the District, in general; (b) is not likely to occur (or to occur at this time and/or in this manner and/or in the Premises) without the benefits provided in this Agreement; and (c) 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.

5. Economic Incentive for Recipient.

(a) Release of Funds. Based upon the District's findings in Section 4, and subject to Rocco's continuing satisfaction of the Minimum Requirements, the District will pay the Economic Incentive as described in this Section 5.

(b) Amounts & Limitations. The Total Economic Incentive eligible to be paid to Rocco shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00). The Construction Cost Reimbursement (as defined below) shall not exceed the lesser of: (i) 50% of the total construction costs actually paid by Rocco to complete the Improvements and Project, as described in the Construction Proposal; or (ii) Five Hundred Thousand and No/100 Dollars ($500,000.00).

(c) Distribution Procedure. For the avoidance of doubt, the Economic Incentive will be payable in *pro rata* installments, proportional to actual work and construction progress completed on the Project ("**Construction Reimbursement Request**"). Accordingly, the District will release each installment of funds in an amount consistent with the latest construction draw submitted by Rocco's Contractor and only upon completion of the following required conditions:

(i) Rocco and/or Contractor shall deliver to the District a signed construction draw ("**Draw Notice**") proving the Improvements have been made in the Premises in compliance with the applicable Draw Notice and Construction Proposal;

(ii) For each Draw Notice submitted by Rocco and/or Contractor, Rocco's Architect shall provide written verification that: (X) certain improvements and work consistent with the applicable Draw Notice number have been made in the Premises in compliance with the Construction Proposal, and (Y) proof of payment to Contractor and each of the applicable subcontractors and suppliers for Economic Incentive draws previously paid by the District. For the avoidance of doubt, the requisite proof of payment shall include the lien waivers as further described herein;

(iii) Upon completion of the foregoing, the District shall have ten (10) business days from date of receipt of Rocco's applicable Draw Notice to inspect the construction work and confirm such work is in accordance with the Construction Proposal, if applicable, and the submitted Draw Notice. Within seven (7) business days of such inspection, the District shall notify Rocco in writing if the work (or any portion thereof) is not approved, and the District may withhold any Economic Incentive payment to Rocco until such time as the work has been corrected or performed in accordance with the District's notice and to its satisfaction. If the District fails to inspect the property or provide notice within the time periods specified, the District will conclusively be deemed to have approved the Construction Reimbursement Request; and

(iv) As a further condition for release of each installment of the Economic Incentive, Rocco shall provide applicable lien waivers including, without limit, Conditional Lien Waivers from all contractors, subcontractors, and suppliers with each Draw Notice as a condition for release of any money by the District, and Unconditional Lien Waivers evidencing such payments to be provided at the time of each subsequent Draw Notice. All such lien waivers shall be in the form prescribed in A.R.S. § 33-1008.

Subject to the other terms and conditions in this Agreement, if Rocco satisfies each of the foregoing conditions in this Section 5(c), as well as the other applicable terms and conditions in Section 5, the District shall release the applicable installment of Economic Incentive funds. For any work approved by the District, each such installment shall be released no later than fourteen (14) business days following the date the District inspects and approves the construction work in the Premises and work pursuant to Section 5(c)(iii), above.

(d) Sole Use. Rocco hereby irrevocably covenants and agrees to use the Economic Incentive solely to defray Rocco's actual costs for the construction, renovation, and repurposing of the Premises in compliance with the Project and Construction Proposal.

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

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

(g) Termination of Right to Economic Incentive. In addition to such other restrictions and conditions expressly contained in this Agreement, Rocco's right to Economic Incentive funds will terminate at the earlier of: (i) the completion date of the Project and payment by the District of the Economic Incentive pursuant to Section 5(b), or (ii) December 31, 2024. Notwithstanding the foregoing, if none of the work anticipated under this Agreement has commenced by September 2, 2024, then this Agreement, without further act or notice required, shall automatically expire and terminate, and the Parties shall have no rights or obligations hereunder.

6. Default, Cure & Remedies.

(a) Party Default. 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 Rocco 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 Rocco 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 Rocco of any Economic Incentive funds received hereunder, claw back from Rocco 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 Rocco.

(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 the 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).

For the avoidance of doubt, the foregoing rights and remedies of the District shall be available after the Term for any Default unless otherwise expressly agreed in a separate writing signed by the District.

(c) Rocco'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 Rocco 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 Rocco may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to Rocco and not for any other damages of any kind or nature.

(d) Limitation on Damages. Except as limited herein, 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 nor 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. <u>Representations and Warranties and Covenants</u>.

(a) Of Rocco. Rocco represents, warrants, and covenants to the District that:

(i) <u>Organization</u>. Rocco is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Arizona, and Rocco has the power, right, and authority to enter into this Agreement, and 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 Rocco, enforceable against it in accordance with the terms and conditions herein.

(ii) <u>Performance</u>. Rocco 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) <u>Litigation</u>. As of the date of this Agreement, Rocco knows of no litigation, proceeding, or official investigation contesting the powers of Rocco or its officers with respect to this Agreement, including Rocco'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 Rocco 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 Rocco's performance or failure to perform its obligations under this Agreement, whether or not Rocco is a party to such claim, action, or proceeding, and whether or not negligence or gross negligence by the District is alleged, Rocco 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 Rocco 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 Rocco's counsel, at Rocco'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, Rocco shall indemnify, defend, and hold the District, its Board Members, officers, representatives, agents, attorneys, 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 (A) with Rocco's breach of any covenant, representation, warranty, or term in this Agreement, or (B) to the Improvements to the Project or the Economic Incentive provided by the District to Rocco. Notwithstanding anything in this Agreement to the contrary, Rocco's obligations in this Section 7(a)(v) shall survive termination and/or the expiration of this Agreement.

(vi) No Consideration to Third Parties. Rocco 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 Rocco.

(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 and defend Rocco, its managers, members, representatives, agents, and employees from and against any liability, loss, claim, action, or demand, including reasonable attorneys' fees and costs, which arise out of or is connected with the District's breach of any covenant, representation, warranty, or term in this Agreement. The District's indemnification obligation above 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 Rocco be deemed to have failed to satisfy Rocco 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 Premises and property by any governmental entity; or

(ii) any 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 Rocco, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors, or lenders desired by Rocco. It is understood and agreed that Rocco 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. **<u>General Provisions</u>**.

(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 for 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 (as appliable) and their respective permitted 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 purposes of this Agreement and to effectuate the provisions of this Agreement and the rights of each Party.

(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.

(l) **Approvals and Notices**. Any 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 provided in this Section:

If to District:	Rio Nuevo Multipurpose Facilities District Attn: Taunya Villicana, Secretary 1703 East Broadway Boulevard, Tucson, Arizona 85719 Email: BrandiHB@rionuevo-tucson.org
With a copy to:	Farhang & Medcoff, PLLC Attn: Timothy Medcoff, Esq. 100 South Church Avenue, Suite 100 Tucson, Arizona 85701 Email: tmedcoff@farhangmedcoff.com
If to Rocco:	Morgul Enterprises, Inc. dba Rocco's Little Chicago Pizza Attn: Rocco DiGrazia P.O. Box 2309 Tucson, Arizona 85702 Email: Pizzarocco@gmail.com

(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 Rocco'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 Rocco; 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 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 any express provision to the contrary, the Term shall automatically expire and terminate, without further act or notice required, upon the occurrence of the events contemplated in Section 5(g). Following the Term, the Parties shall have no rights or obligations hereunder; *except* that, notwithstanding anything in this Section or Agreement to the contrary, the Parties' indemnification obligations set forth in Section 7 shall survive along with any other rights and obligations of the Parties as may be otherwise expressly provided in this Agreement.

(o) **No Partnership; Third Parties**. Nothing in this Agreement shall create, nor 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. Further, the Parties 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 the District Officials**. No director, officer, official, representative, agent, attorney, or employee of the District shall be personally liable to Rocco, or to any successor in interest to Rocco, in the event of any Default by the District, or for any amount which may become due to Rocco or its successors, or with respect to any obligation of the District pursuant to this Agreement.

(r) **The District Expenditures.** Notwithstanding anything to the contrary herein, the District's cumulative financial responsibility for all payments, expenses, and costs incurred under this Agreement shall, in all cases, be less than the expenditure thresholds set forth in A.R.S. §§ 48-4203(E) and 48-4204(C).

(s) Sunset Provision. Notwithstanding anything to the contrary herein, under no circumstances shall District be subject to any liability to Rocco under this Agreement that arises or results from District's termination or dissolution pursuant to applicable law and/or any actions taken by District in compliance with any applicable statutory mandate (including without limit those set forth in A.R.S. § 48-4202) or intergovernmental agreement relating to the District.

(t) Construction with Applicable Law. This Agreement shall be at all times construed in a manner consistent with the Arizona laws, including, without limit, those applicable to multipurpose facilities districts at A.R.S. § 48-4201 *et seq.*

(u) 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.

(v) No Offer. The Parties acknowledge and agree that this Agreement shall not constitute an offer or be binding upon either Party until it is fully executed and delivered by the District.

(w) Israel Boycott. If and to the extent that A.R.S. § 35-393 *et seq.* is applicable, Rocco 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*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, effective as of the Effective Date below.

Effective Date: 5/22/2024

MORGUL ENTERPRISES, INC.

By: ______________________

Name: Anthony Rocco DiGrazia

Title: President / CEO

Date: 05 / 21 / 2024

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: ______________________

Name: Fletcher McCusker

Title: Chairman

Date: 05 / 21 / 2024

By: ______________________

Name: Taunya Villicana

Title: Secretary

Date: 05 / 21 / 2024

APPROVED AND CONSENTED TO BY LANDLORD:

SOL BLOCK, LLC

By: Christopher Ambrosio

Name: Chris Ambrosio

Its: Authorized Agent

Date: 05 / 22 / 2024

EXHIBIT A-1
LEGAL DESCRIPTION

A portion of Lots 1, 2, 3, 4, 5 & 6 of the subdivision of Solot Plaza, as recorded in Book 10 at Page 52 of Maps and Plats at the Pima County Recorders Office and a parcel located in a portion of the southwest quarter of the southeast quarter of Section 8, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the South quarter corner of Section 8 at the intersection of Tucson Boulevard and Broadway Boulevard, said point being a set pavement nail with tag "RLS 18211", from this point a found 3/8" brass pin in handhole bears North 0°58'25" West, 5.00 feet at the intersection of the monument line of Broadway Boulevard with the monument line of Tucson Boulevard;

Thence North 89°05'39" East, 330.82 feet along the South line of the southeast quarter of said Section 8, from this point a set pavement nail with tag "RLS 18211" at the southeast corner of Section 8 bears North 89°05'39" East, 2316.23 feet at the intersection of Country Club Road and Broadway Boulevard;

Thence North 0°54'21" West, 94.00 feet to the North right-of-way of Broadway Boulevard according to that certain Right-of-Way Plan R-2015-002 at the City of Tucson Engineers Office, said point being the Point of Beginning;

Thence North 0°57'05" West, 176.00 feet along the West line of Lot 6 of the aforementioned map or plat to the northwest corner of said lot 6;

Thence North 89°05'39" East, 331.15 feet along the North line of Lots 6 thru 1 to the northeast corner of said Lot 1;

Thence North 0°58'51" West, 20.00 feet along the East line of that certain Public Alley according to said map or plat and the West line of that certain parcel described as parcel II in Docket 10155 at page 2175 at the Pima County recorders Office;

Thence North 89°05'39" East 67.74 feet along the North line of said portion to the East line of said parcel;

EXHIBIT A
LEGAL DESCRIPTION (CONT'D.)

Thence South 0°58'51" East, 215.00 feet along the East line of the aforementioned parcel to the North right-of-way of Broadway Boulevard;

Thence South 89°05'39" West 6.06 feet along said North right-of-way;

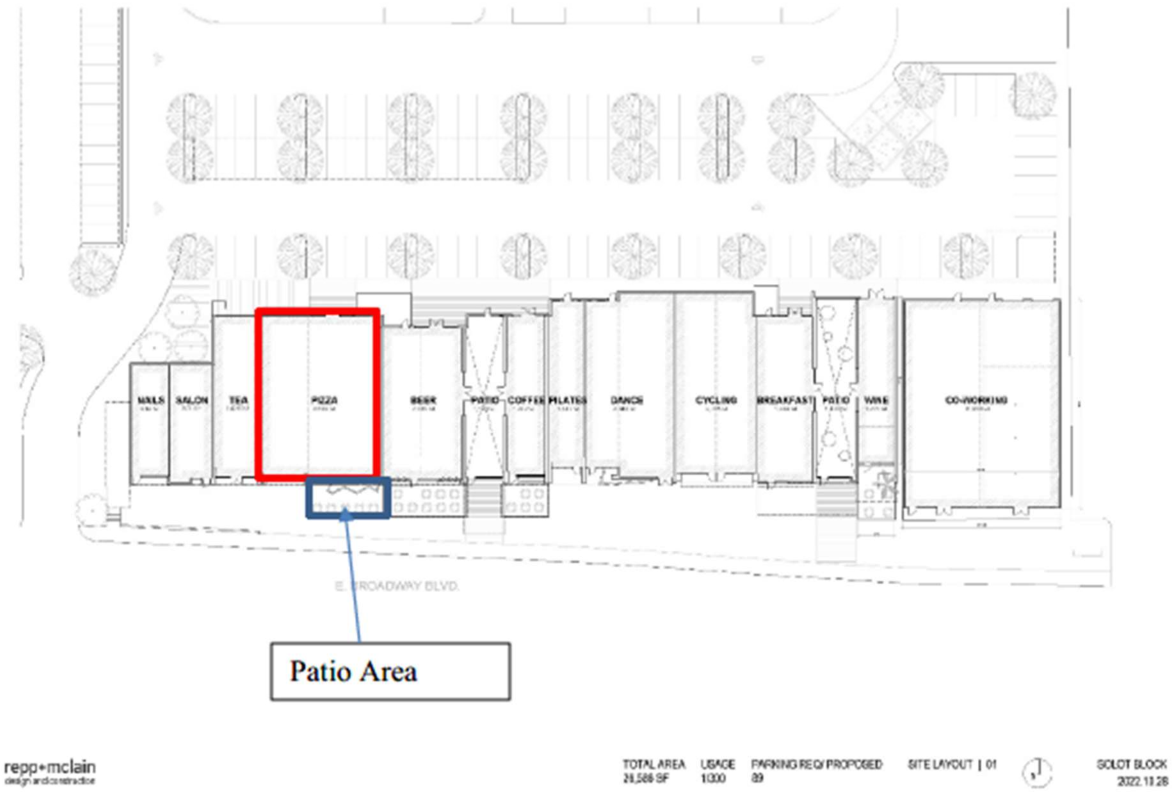
Thence North 88°51'46" West, 297.52 feet along said North right-of-way;

Thence North 85°53'27" West, 95.99 feet along said North right-of-way to the Point of Beginning.

The above described parcels contains an area of 76,156 square feet or 1.748 acres, more or less.

The Basis of Bearing for the above description is the South line of the southeast quarter of Section 8 said bearing being North 89°05'39" East according to the City of Tucson Department of Transportation/ Engineering Division plans entitled 'Broadway Boulevard – Euclid Avenue to Country Club Road', Plan # R-2015-002, on file in the offices of the City of Tucson Engineer, Pima County, Arizona. This plan is also recorded at Sequence number 20161940609 at Records of Surveys at the Pima County Recorders Office. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.

EXHIBIT A-2
DEPICTION OF PREMISES



Not to Scale
Subject to Change

EXHIBIT B
CONSTRUCTION PROPOSAL PLANS AND DOCUMENTS

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Twenty-Eighth day of February in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Anthony Rocco DiGrazia
Post Office Box 2309
Tucson, Arizona 85702

and the Contractor:
(Name, legal status, address and other information)

Pate Contractors LLC
1129 North Winstel Boulevard
Tucson, Arizona 85712
ROC 291806 KB1

for the following Project:
(Name, location and detailed description)

Rocco's Little Chicago Tenant Improvement
2555 East Broadway Boulevard
Tucson, Arizona 85716

The Architect:
(Name, legal status, address and other information)

Intertech Architectural Interiors
6089 East Grant Road
Tucson, Arizona 85712

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

User Notes:

(1245279019)

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[**X**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon signature of this contract, issuance of all building permits and written Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[**X**] Not later than One Hundred Ten (110) calendar days from the date of commencement of the Work, contingent on availability of materials.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Six Hundred Seventy-Eight Thousand Seventy-Seven Dollars and Zero Cents** ($ **678,077.00**), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Permit	$7,500.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retention to be paid within 15 days after completion of punch list, receipt of Letter of Completion or Certificate of Occupancy from City of Tucson

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- **.2** a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Retention to be paid within 15 days after completion of punch list, receipt of Letter of Completion or Certificate of Occupancy from City of Tucson

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2.5 % Monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
Exhibit A, Insurance and Bonds, are elsewhere in the Contract Documents.
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Anthony Rocco DiGrazia
Post Office Box 2309
Tucson, Arizona 85702

pizzarocco@gmail.com
520.250.2149

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Natalie Arzaga
Pate Contractors LLC
1129 North Winstel Boulevard
Tucson, Arizona 85716

natalie@patecontractors.com
520.885.5500

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, and elsewhere in the Contract Documents.

General Liability, Workman's Comp and Automobile insurance will be provided by General Contractor. Insurance certificates will be provided to Owner.

§ 8.5.1.1 Pate Contractors will provide General Liability, Workman's Comp. and Auto insurance certificates.

§ 8.5.2 Pate Contractors is a licensed, bonded and insured company. Performance and Payment Bonds are excluded from this contract.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 Exclusions: Fire Alarm, Data Cabling, Food Service Equipment (provide and install), Walk-in Cooler (provide and install), Payment and Performance Bonds and Builder's Risk Insurance.

§8.7.2 Materials Costs: Because of the rapid increase in material costs across the construction industry, we are unable to get commitments from our Subcontractors and their Vendors to hold pricing, Pate Contractors and its Subcontractors and Suppliers reserve the right to request reimbursement from the Owner for any material that rises in cost during the course of construction.

§8.7.3 Loan Approvals and Ordering Materials: Materials for this project will not be ordered until contractor receives notification from lender that the loan is approved. Owner will be responsible for any material price increases, should any occur between the date the contract is signed, and loan approval is received.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.3 Drawings

Number	Title	Date
Exhibit B	List of Drawings	February 28, 2023

.4 Specifications

Section	Title	Date	Pages
See Exhibit B			

.5 Addenda, if any:

Number	Date	Pages
1	2/15/2024	1
2	2/19/2024	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C– Rocco's Bid Summary Form

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Anthony Rocco DiGrazia
(Printed name and title)

CONTRACTOR *(Signature)*

Natalie Arzaga, Owner
(Printed name and title)

1129 N. WINSTEL BLVD., TUCSON, AZ 85716
Office : (520) 885-5500

February 28, 2024

EXHIBIT B
Rocco's Little Chicago Tenant Improvement
List of Drawings

SHEET NO.	SHEET TITLE	DATE
G-1	GENERAL INFORMATION	2/19/2024
G-2	EGRESS PLAN	2/19/2024
A-1	FLOOR PLANS & DETAILS	2/15/2024
A-2	CEILING PLANS & DETAILS	2/19/2024
A-3	ENLARGED KITCHEN PLAN & EQUIPMENT SCHEDULE	2/15/2024
A-4	RESTROOM ELECVATIONS AND DETAILS, DOOR SCHEDULE & DETAILS	12/7/2023
S-0	GENERAL STRUCTURAL NOTES	2/15/2024
S-1	STRUCTURAL PLANS AND DETAILS	2/15/2024
ID-1	FINISH SCHEDULE	2/15/2024
ID-2	FINISH PLAN	2/15/2024
ID-3	WALL FINISH PLAN	12/7/2023
ID-4	CEILING FINISH PLAN	12/7/2023
ID-5	RESTROOM FINISH PLANS & ELEVATIONS	12/7/2023
ID-6	BAR FINISH PLANS, ELEVATIONS, & SECTIONS	2/15/2024
ID-7	FINISH SECTIONS	2/15/2024
ID-8	FINISH ELEVATIONS	2/15/2024
ID-9	FINISH ELEVATIONS	12/7/2023
ID-10	FURNITURE PLAN	2/19/2024
M-1	MECHANICAL PLANS	2/19/2024
M-2	MECHANICAL DETAILS	8/9/2023
M-3	MECHANICAL SCHEDULES, NOTES, & LEGENDS	2/19/2024
P-1	PLUMBING WASTE PLAN & ISOMETRICS	2/19/2024
P-2	PLUMBING WATER PLAN & ISOMETRICS	8/9/2023
P-3	PLUMBING CONDENSATE PLAN & GAS DIAGRAM	8/9/2023
P-4	PLUMBING DETAILS	8/9/2023
P-5	PLUMBING DETAILS	8/9/2023
P-6	PLUMBING NOTES, SCHEDULES, & CALCULATIONS	8/9/2023
E-1	ELECTRICAL SPECIFICATIONS, ONE-LINE, PANEL SCHEDULES & CALCULATIONS	2/19/2024
E-2	ELECTRICAL LIGHTING PLAN	2/19/2024
E-3	ELECTRICAL POWER & SYSTEMS PLAN	2/19/2024

EXHIBIT C

Pate Contractors - Rocco's Bid Summary Sheet

General Conditions/GL Insurance		$46,500
Demolition		$12,350
Drywall/Metal Framing		$41,960
Brick Veneer		$51,258
Concrete		$28,316
Structural Steel		$20,350
Rough/Finish Carpentry		$12,779
Doors/Frames/Hardware		$8,234
Finish Hardware	see above	
Millwork		$52,120
Glass and Glazing		$0
Roofing/Sheet Metal		$3,200
Building Insulation		$3,156
Painting/Wallcoverings		$10,970
Flooring/Tile/Epoxy		$36,942
Ceiling Tile		$4,947
FRP		$4,263
Contractor Furnished Equipment		$0
Window Blinds		$0
Specialties and Toilet Accessories		$9,311
Plumbing		$66,640
HVAC		$127,900
Fire Sprinkler		$0
Electrical		$95,000
Fire Alarm		$0
Alternate #1		$0
Permit Allowance		$7,500
Other Cost		$0
Overhead and Fee		$34,381
Sales Tax	in above costs	
Total Bid		$678,077

Excludes The Following:

Fire Alarm
Data Cabling
Food Service Equipment - Provide and Install
Walk-In Cooler - Provide and Install
Builders Risk Insurance

520.468.2488
fax 520.277.9075
info@ExpertRS.com
3770 E. 43rd Place
Tucson, AZ 85713

Quote

08/30/2023

To:
Rocco's Pizza
Rocco
2707 E. Broadway
Tucson, AZ 85716
520-250-2149 (Contact)
pizzarocco@gmail.com

Project:
Rocco's Pizza - new project

From:
Expert Restaurant Supply (520) 468-2488
Alan Katz
3770 E. 43rd Place
Tucson, AZ 85713
(520)468-2488
(520)468-2488 (Contact)
alan@expertrs.com

Quote: 5190

Item	Qty	Description	Sell	Sell Total
1	1 ea	**CONVECTION OVEN, ELECTRIC** Vulcan Model No. VC4EC Convection Oven, electric, single-deck, standard depth, computer controls, 99-hour timer, (5) nickel plated racks, 23-3/4"H legs with foot, stainless steel front, top & sides, stainless steel door with window, 1/2 HP, 12.5kW, NSF, cUL, UL, ENERGY STAR®	$6,900.00	$6,900.00
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	208v/60/3-ph, 35 amps, standard		
			ITEM TOTAL:	**$6,900.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
2	1 ea	**KETTLE, ELECTRIC, COUNTERTOP** Vulcan Model No. K12ETT Tilting Kettle, Electric, 12-gallon true working capacity, 2/3 jacketed countertop model, stainless steel construction with 316 series stainless steel liner, stainless steel splash proof console on right with faucet bracket, cleaning lock, 50 psi, cUL	$10,800.00	$10,800.00
				
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	NOTE: This unit includes: embossed gallon/liter markings, 316 stainless steel liner & heavy bar rim standard		
	1 ea	208v/50/60/3-ph, 12kW, 33.0 amps, direct wired, (12-gal kettle) standard		
	1 ea	STAND VSKTEC Equipment Stand, 29-1/2" wide, for electric counter kettles & braising pans, stainless steel frame, flanged feet on front & rear, includes mounting hardware, NSF	$1,875.00	$1,875.00
	1 ea	Krowne 16-179L Krowne Royal Series Pot Filler Faucet, single wall mount, 12" jointed spout with shut-off valve, ceramic cartridge valves, includes wall mounting kit, low lead compliant, Includes internal check valves to prevent backflow & cross contamination	$185.00	$185.00
	1 ea	Krowne 3 year warranty, standard		
			ITEM TOTAL:	**$12,860.00**
3	1 ea	**CONDENSATE HOOD** NAKS Model No. TYPE 2 Type 2 condensate hood. 8'0" x 48" **Price included in item #17**		
4	1 ea	**CONVEYOR OVEN, GAS** Lincoln Foodservice Model No. 1400-FB2G ** EXISTING **Lincoln Impinger® I Oven Package, gas, double stack, FastBake Technology, includes (2) complete ovens with glass access windows, FastBake finger setup, take off shelf, and low stand with casters, 120,000 BTU, 120v/60/1-ph, 5.0 amps (per oven), CSA Star, CSA Flame, CE		
				
	1 ea	1 yr. standard warranty, per oven		
	1 ea	NOTE: Must specify voltage & belt direction when ordering		
	1 ea	Gas to be specified		
	1 ea	32"W, reversible conveyor, standard		
	1 ea	Belt direction, right to left: Oven #1		
	1 ea	32"W, reversible conveyor, front removable, standard		
	1 ea	Belt direction, right to left: Oven #2		

Initial: ______

Item	Qty	Description	Sell	Sell Total
5	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$155.00	$155.00
		GSW USA Model No. WT-EE3024 Economy Work Table, 24"W x 30"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL		
			ITEM TOTAL:	**$155.00**
6	2 ea	**GAS FLOOR FRYER**	$1,585.00	$3,170.00
		Vulcan Model No. 1VEG35M Fryer, Natural gas, floor model, 15-1/2" W, single tank, 35-40 lb. oil capacity, millivolt thermostat control with hi-limit shut-off, built-in flue deflector, includes: twin fry baskets, drain extension & nickel plated tube rack, stainless steel fry tank & front, galvanized sides & back, (4) nickel-plated adjustable legs, 70,000 BTU, NSF, CSA Star, CSA Flame, Energy Star®		
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	5 year limited fry tank warranty (NOTE: If tank fails within the first year & verified by an authorized service agency, then the entire fryer will be replaced), standard		
	2 st	CASTERS-PLTMNT Set of 4 adjustable casters, 6" overall height, plate mount, (2) with brakes	$120.00	$240.00
			ITEM TOTAL:	**$3,410.00**
7	1 ea	**GRIDDLE, GAS, COUNTERTOP**	$3,040.00	$3,040.00
		Wolf Model No. AGM24 Heavy Duty Griddle, countertop, gas, 24" W x 24 "D cooking surface, 1" thick polished steel griddle plate, (2) burners, 4" back & tapered side splashes, manual controls, (1) 6 quart grease drawer, stainless & aluminized steel chassis frame, 11-1/8" low profile cooking height on 4" adjustable legs, 54,000 BTU, cCSAus, NSF		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify if over 2000 ft.)		
			ITEM TOTAL:	**$3,040.00**
8	1 ea	**CHARBROILER, GAS, COUNTERTOP**	$4,790.00	$4,790.00
		Wolf Model No. ACB25 Achiever Charbroiler, 25-1/8" W, countertop, (4) cast iron 17,000 BTU burners with standing pilots & cast iron radiants, heat deflector tray, supercharger burner dividers, high range infinite heat control valves, fully welded chassis, stainless steel front, sides, top trim, backsplash & grease trough, cast iron top grates, 4" adjustable legs, 68,000 BTU, CSA, NSF		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas, specify elevation if over 2,000 ft.		
			ITEM TOTAL:	**$4,790.00**

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Item	Qty	Description	Sell	Sell Total
9	1 ea	**WORKTOP COOK STAND FREEZER**	$8,150.00	$8,150.00
		Beverage Air Model No. WTFCS52HC Worktop Cook Stand Freezer, one-section, 52"W, 9.58 cu. ft., (2) drawers, top drawer holds (3) 12" x 20" x 6" pans per drawer & bottom drawer holds (3) 12" x 20" x 6" pans per drawer (NOT included), digital display, fire-proof stainless steel top, front & sides (no heat shield required), full marine drip guard, aluminum interior, expans per drawerion valve technology, self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/2 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA		
	1 ea	3 years parts & labor warranty (excludes maintenance items)		
	1 ea	Self-Contained refrigeration		
	1 ea	Additional 4 years compressor warranty (part only), standard		
	1 ea	115v/60/1-ph, 4.5 amps, cord with NEMA 5-15P		
	1 ea	Compressor located on right, standard		
	1 st	00C31S073A 3" Casters, plate (2 braked), for WTFCS & WTRCS series (set of 4), standard		
			ITEM TOTAL:	**$8,150.00**
10	1 ea	**RANGE, 36", 6 OPEN BURNERS**	$4,000.00	$4,000.00
		Wolf Model No. C36S-6B Challenger XL™ Restaurant Range, gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser & lift-off high shelf, fully welded body, 6" adjustable legs, 215,000 BTU, CSA, NSF		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify if over 2000 ft.)		
	1 ea	Stainless steel back riser with lift off shelf, standard		
	1 st	CASTERS-RR4 Casters, 5" (set of 4) (2 with locks)	$120.00	$120.00
			ITEM TOTAL:	**$4,120.00**
11	1 ea	**PIZZA PREPARATION REFRIGERATOR**	$8,550.00	$8,550.00
		True Mfg. - General Foodservice Model No. TPP-AT-93-HC Pizza Prep, 33 - 41°F pan rail, stainless steel cover, 19-1/2"D cutting board, (3) full doors, (6) PVC coated adjustable wire shelves, includes: (12) 1/3 size clear polycarbonate insert pans (top), stainless steel front, top & sides, aluminum interior with stainless steel floor, front breathing, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 7.1 amps, NEMA 5-15P, UL EPH Classified, cULus, CE, Made in USA		
	1 ea	7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard. Please visit www.truemfg.com for specifics standard		
	1 ea	Self-contained refrigeration standard		
	1 ea	5" Castors, standard		
			ITEM TOTAL:	**$8,550.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
12	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$320.00	$320.00
		GSW USA Model No. WT-EE3072 Economy Work Table, 72"W x 30"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL		
	1 ea	WT-EE3072US Undershelf, 72''W x 30''D, galvanized steel, for economy work table-EE	$95.00	$95.00
			ITEM TOTAL:	**$415.00**
13	2 ea	**FOOD PAN WARMER, COUNTERTOP**	$210.00	$420.00
		Nemco Food Equipment Model No. 6055A Countertop Warmer, wet operation, accepts 12" x 20" full size pan or fractional size pans, adjustable thermostat, cycling indicator pilot light, stainless steel construction, 1200 watts, NEMA 5-15P, 120v/60/1ph, 10 amps, cETLus, NSF		
	2 ea	1 year parts & labor warranty, standard		
			ITEM TOTAL:	**$420.00**
14	1 ea	**MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR**	$5,350.00	$5,350.00
		True Mfg. - General Foodservice Model No. TSSU-60-24M-B-ST-HC Mega Top Sandwich/Salad Unit, (24) 1/6 size (4"D) poly pans, (2) stainless steel insulated covers, 8-7/8"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top/front/sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 6.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA		
	1 ea	Self-contained refrigeration standard		
	1 ea	7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard. Please visit www.truemfg.com for specifics standard		
	1 ea	Castors, 5" (36" work surface height) standard		
			ITEM TOTAL:	**$5,350.00**
15	1 ea	**HAND SINK**	$225.00	$225.00
		Sapphire Manufacturing Model No. SMHS-01-D Hand Sink, wall-mounted with left & right splash guards, 17"W x 15"D x 14"H overall, with a 14"W x 10"D (front to back) bowl that is 5-1/2" deep, 4" OC splash mount faucet holes, 8-1/2" backsplash and raised edges. Includes a 3-1/2" gooseneck faucet (Tap item # TWMF-435G) with a two-year warranty, basket drain and wall mounting clip. Constructed of 20/304 stainless steel, NSF		
			ITEM TOTAL:	**$225.00**

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Item	Qty	Description	Sell	Sell Total
16	8 ea	**WIRE SHELVING**	$49.00	$392.00
		Olympic Model No. J2448K Packed 4 ea Shelf, wire, 24" x 48", green epoxy finish with chromate substrate, NSF		
	4 ea	J2472K Shelf, wire, 24" x 72", green epoxy finish with chromate substrate, NSF	$69.00	$276.00
	4 ea	J1872K Shelf, wire, 18" x 72", green epoxy finish with chromate substrate, NSF	$55.00	$220.00
	16 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF	$17.00	$272.00
	8 ea	1 year warranty against manufacturing defects		
	8 ea	7 year warranty against rust and corrosion		
			ITEM TOTAL:	**$1,160.00**
17	1 ea	**EXHAUST HOOD**	$15,500.00	$15,500.00
		NAKS Model No. 0848HBPSP 8'0" x 72" Hybrid (S/S front and ends) exhaust only pizza hood w/ front PSP (make-up air) plenum. Includes: canopy lights w/ tempered globe (bulbs by other), grease cup, grease filters		
	1 ea	1248HBPSP 12'0" x 54" Hybrid (S/S front and ends) exhaust only hood w/ front PSP (make-up air) plenum. Includes: canopy lights w/ tempered globe (bulbs by other), grease cup, grease filters		
	2 ea	28D/36B Exhaust fans		
	1 ea	ELECTRICAL Electrical system for hood line-up		
	1 ea	0848SSBTYPE2 8'0" x 48" TYPE 2 condensation hood w/ exhaust fan and curb		
			ITEM TOTAL:	**$15,500.00**
17.1	1 ea	**INSTALLATION**	$24,500.00	$24,500.00
		Expert Restaurant Supply Model No. HOOD INSTALL ESTIMATED cost for Installation of (2) hoods. Includes: (2) grease duct with fire wrap, all duct work for make-up air, hanging of hood. Also includes make-up air unit . BY OTHER: permits, final connections (electrical and interlocking of units), air balancing. NOTE: Pricing subject to final inspection of premises and additional work (such as structural) that may be needed according to final plans.		
	1 ea	TYPE 2 INSTALL Installation of type 2 exhaust hood (included with installation cost of Type 1 hoods)		
			ITEM TOTAL:	**$24,500.00**
17.2	1 ea	**WALL BACKING**	$2,875.00	$2,875.00
		Custom Model No. STAINLESS Stainless steel wall backing - installed		
			ITEM TOTAL:	**$2,875.00**

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Item	Qty	Description	Sell	Sell Total
17.3	1 ea	**FIRE SUPPRESSION SYSTEM** Expert Restaurant Supply Model No. FIRE 9.0 gallon Pyrochem Fire system. Includes: Plans, permits, installation and up to a 2" gas valve (installation of gas valve and electrical connections by other). Sized to cover: Double stack conveyor pizza oven, 6 burner range, 24" griddle, 24" charbroiler, (2) fryers. Up to (3) trips for installation and fire test	$9,850.00	$9,850.00
	1 ea	K-CLASS K-Class fire extinguisher	$440.00	$440.00
	2 ea	ABC ABC fire extinguisher	$85.00	$170.00
			ITEM TOTAL:	**$10,460.00**
18 	1 ea	**CLEAN DISHTABLE** Advance Tabco Model No. DTC-S70-48R-X Special Value Dishtable, clean, straight design, attaches to right of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs, with crossrails, 47"W x 30"D x 34"H, 16/304 stainless steel	$670.00	$670.00
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		
			ITEM TOTAL:	**$670.00**
19 	1 ea	**DISHWASHER, DOOR TYPE** CMA Dishmachines Model No. E-AH Energy Mizer® Dishwasher, door type, 25-3/4" W, low temperature chemical sanitizing, top mounted controls, straight-thru design, (40) racks/hour, external sump, Poly Pro™ scrap accumulator, auto start/stop, stainless steel construction, 17" door opening, includes (1) open & (1) peg rack, 1 HP wash pump, ETL-Sanitation, cULus	$4,450.00	$4,450.00
	1 ea	115v/60/1-ph, 16.0 amps, standard		
			ITEM TOTAL:	**$4,450.00**

Item	Qty	Description	Sell	Sell Total
20	1 ea	**SOILED DISHTABLE** Advance Tabco Model No. DTS-S70-48L-X Special Value Straight-Soil Dishtable, attaches to left of dish machine operator, 10-1/2"H backsplash, with pre-rinse sink, stainless steel legs, with crossrails, 47"W, 16/304 stainless steel	$1,135.00	$1,135.00
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		
	1 ea	Krowne 17-108WL Krowne Royal Series pre-rinse Assembly, wall mount, 8" centers, spring action flexible gooseneck, 35"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, includes internal check valves to prevent backflow & cross contamination, NSF (interchangeable with most brands) (ships pre-assembled)	$325.00	$325.00
	1 ea	Krowne 3 year warranty, standard		
			ITEM TOTAL:	**$1,460.00**
21	1 ea	**THREE (3) COMPARTMENT SINK** Advance Tabco Model No. FE-3-1824-18RL-X Special Value Fabricated Sink, 3-compartment, 18" right & left drainboards, bowl size 18" x 24" x 14" deep, 18 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, galvanized legs with 1" adjustable plastic bullet feet, overall 29-3/4" F/B x 90" L/R, NSF	$1,725.00	$1,725.00
	1 ea	Krowne 17-109WL Krowne Royal Series, pre-rinse Assembly, with add-on faucet, wall mount, 8" centers, spring action flexible gooseneck, 38"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, 2.0 GPM add-on faucet with 12" swing spout, quarter-turn ceramic cartridge valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, includes internal check valves to prevent backflow & cross contamination, NSF (interchangeable with most brands) (ships pre-assembled)	$399.00	$399.00
	1 ea	Krowne 3 year warranty, standard		
	3 ea	Krowne 22-800 Royal Series Ball Valve Twist Drain, 1-1/4" overflow outlet with cap, fits 3-1/2" sink opening, includes vandal resistant screw for strainer, stainless steel ball valve, nickel plated cast bronze, cCSAus, NSF	$125.00	$375.00
			ITEM TOTAL:	**$2,499.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
22	1 ea	**ONE (1) COMPARTMENT SINK**	$684.00	$684.00
		Advance Tabco Model No. FE-1-1824-24L-X Special Value Fabricated Sink, 1-compartment, 24" left drainboard, bowl size 18" x 24" x 14" deep, 18 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, galvanized legs with 1" adjustable plastic bullet feet, overall 29-3/4" F/B x 44-1/2" L/R, NSF		
	1 ea	Krowne 14-810L Krowne Royal Series Faucet, splash-mounted, 8" centers, 10" swing spout, quarter-turn ceramic cartridge valve, low lead compliant, NSF, Includes internal check valves to prevent backflow & cross contamination	$155.00	$155.00
	1 ea	Krowne 3 year warranty, standard		
		ITEM TOTAL:		**$839.00**
23	1 ea	**PLANETARY MIXER**		
		Hobart Model No. HL600-1STD ** EXISTING ** 200-240/50/60/3/1 Mixer; with bowl, beater, “D” whip, & spiral dough arm; US/EXP configuration - Legacy Planetary Mixer, 2.7 HP, 60 quart, (4) fixed speeds, gear-driven transmission, 20-Minute SmartTimer™, #12 attach hub, power bowl lift, stainless steel bowl, stainless steel bowl guard, "B" beater, "D" wire whip, "ED" dough hook		
	1 ea	Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA		
24	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$255.00	$255.00
		GSW USA Model No. WT-EE3060 Economy Work Table, 60"W x 30"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL		
		ITEM TOTAL:		**$255.00**

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Item	Qty	Description	Sell	Sell Total
25	1 ea	**WALK IN COOLER, MODULAR, REMOTE** AmeriKooler Model No. CUSTOM Combination Walk-in cooler / freezer, floor in freezer section only. Actual overall dimensions 10'0" x 17'0" x 8'6" high. Includes: 4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165 (2) Standard 36" x 76" hinged flush doors AND (2) Anthony 30"x79" glass doors. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. Digital LED Thermometer with pilot light switch. Vapor Proof light & globe. Requires 115vac. 1 amps. (2) 48" LED light fixtures WARRANTY: 15 year panel warranty, 1 year parts (on box only)	$28,500.00	$28,500.00
	1 ea	REFRIGERATION Refrigeration package for walk in combo unit. Includes (2) condensing units and matching evaporators	$15,600.00	$15,600.00
			ITEM TOTAL:	**$44,100.00**
25.1	1 ea	**INSTALLATION** Expert Restaurant Supply Model No. WALK-IN INSTALLATION ESTIMATED cost for Set-up of walk-in unit including final electrical connections, refrigeration and drain lines (remote system). Unit will be up and running when completed. All electrical within 6' or additional charges may apply.	$8,900.00	$8,900.00
			ITEM TOTAL:	**$8,900.00**

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Item	Qty	Description	Sell	Sell Total
26 	1 ea	**ICE MAKER, CUBE-STYLE** Manitowoc Model No. IDT0750A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24"D x 21-1/2"H, production capacity up to 680 lb./24 hours at 70°/50° (540 lb. AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	$4,785.00	$4,785.00
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-261) 208-230v/60/1-ph, 11.1 amps		
	1 ea	D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	$1,550.00	$1,550.00
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard		
	1 ea	Krowne KR-HS2-KIT Krowne Hydrosift Twin Water Filter Assembly Kit - Includes twin filter assembly with mounting bracket, (1) cartridge filter, (1) sediment cartridge filter, (2) male to male nipple fittings, male to female ball valve, reducing bushing, female tee fitting, pressure gauge and filter wrench. 3/4” NPT water in and out connections, 2.5 GPM max flow rate, 15,000 gallon capacity, 20-100 PSI non-shock working pressure (1.38-6.89 bar), 35° - 160°F operating temperature	$185.00	$185.00
			ITEM TOTAL:	**$6,520.00**
26.1	1 ea	**INSTALLATION** Expert Restaurant Supply Model No. INSTALLATION OF ICE MACHINE Installation of ice machine- water with shut off, drain and power (with disconnect) must be with-in 5 feet of equipment placement.	$450.00	$450.00
			ITEM TOTAL:	**$450.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
BAR1	2 ea	**BACK BAR CABINET, REFRIGERATED**	$3,400.00	$6,800.00
		Atosa USA, Inc. Model No. MBB90GGR Atosa Back Bar Cooler, three-section, 89-3/10"W x 28-1/10"D x 40-1/10"H, self-contained side mount refrigeration, 30.1 cu. ft., (3) locking glass doors, digital temperature control, (6) epoxy coated shelves, stainless steel interior & exterior, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cETLus, ETL-Sanitation		
	2 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$6,800.00**
BAR2	1 ea	**UNDERBAR SINK UNITS**	$465.00	$465.00
		Sapphire Manufacturing Model No. SMBS-1 Underbar Sink, one compartment, 10"x14"x10" compartment, No drain board, 20/304 stainless steel top, bowl and backsplash, 20/304 stainless steel apron, includes: 4" center wall mount faucet with 12" swing spout (Tap item #TWMF-412) with a two-year warranty, & overflow kit, galvanized legs with adjustable plastic bullet feet, KD, NSF		
			ITEM TOTAL:	**$465.00**
BAR3	1 ea	**BLENDER STATION**	$665.00	$665.00
		Sapphire Manufacturing Model No. SMBBS-14 Underbar Blender Station with Sink Bowl, 14" W x 24" D, 4" backsplash, FW-4-6 faucet included, 4" wallmounted with 6"gooseneck spout, 1" drain, 18 gauge 304 stainless steel top and body, 1-5/8" galvanized tubular legs with adjustable bullet feet, NSF (ships KD)		
			ITEM TOTAL:	**$665.00**
BAR4	1 ea	**GLASS RACK**	$650.00	$650.00
		Sapphire Manufacturing Model No. SMBGR-242 Underbar Glass Rack Unit, open base with 4 shelves, drain board top, 24"W x 21"D x 32-1/2"H, 3" backsplash, 1" NPS Drain, stainless steel legs, adjustable feet, 18/304 stainless steel construction, NSF		
			ITEM TOTAL:	**$650.00**
BAR5	1 ea	**ICE BIN**	$1,285.00	$1,285.00
		Sapphire Manufacturing Model No. SMIB-1824CP7 Underbar Ice Bin, 12" D insulated cabin, 24"L x 18-1/2"D x 33”H, 30" working height, (2) piece sliding lid & (7) stainless steel tubing circuits, 18ga 304 stainless steel body, galvanized steel legs with adjustable side & rear bracing and 1" adjustable plastic bullet feet, interior plastic bottle holder & 13/16" drain included, shipped KD, but easily assembled. NSF		
			ITEM TOTAL:	**$1,285.00**

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Item	Qty	Description	Sell	Sell Total
BAR6	1 ea	**GLASS RACK** Sapphire Manufacturing Model No. SMBGR-481 Underbar Glass Rack Unit, open base with adjustable shelf, drain board top, 48"W x 21"D x 32-1/2"H, 3" backsplash, 1" NPS Drain, stainless steel legs, adjustable feet, 18/304 stainless steel construction, NSF	$875.00	$875.00
			ITEM TOTAL:	**$875.00**
BAR7 	1 ea	**UNDERBAR SINK UNITS** Sapphire Manufacturing Model No. SMBS-3D Underbar Sink, three compartment, 10"x14"x10" compartments, 13" left & right drain boards, 20/304 stainless steel top, bowl and backsplash, 20/304 stainless steel apron, includes: 4" center wall mount faucet with 12" swing spout (Tap item #TWMF-412) with a two-year warranty, & overflow kit, galvanized legs with adjustable plastic bullet feet, KD, NSF	$865.00	$865.00
			ITEM TOTAL:	**$865.00**
BAR8	1 ea	**GLASS RACK** Sapphire Manufacturing Model No. SMBGR-361 Underbar Glass Rack Unit, open base with adjustable shelf, drain board top, 36"W x 21"D x 32-1/2"H, 3" backsplash, 1" NPS Drain, stainless steel legs, adjustable feet, 18/304 stainless steel construction, NSF	$760.00	$760.00
			ITEM TOTAL:	**$760.00**
BAR9 	1 ea	**DRIP TRAY** Krowne Model No. KWMDT-10S Krowne Wall Mounted Drip Tray, ten faucets, handles and faucets not included, OA Length 30", not glycol cooled, brushed stainless steel finish	$600.00	$600.00
	8 ea	BC-300 Royal Series Standard Beer Faucet, Satin Finish	$45.00	$360.00
	2 ea	BC-808 Wine Faucet, with long spout (Upgrade)	$58.00	$116.00
	10 ea	BC-807 Standard Black Tap Handle with Brass Insert	$5.00	$50.00
			ITEM TOTAL:	**$1,126.00**
BAR9.1	1 ea	**DRAFT BEER SYSTEM PARTS** Krowne Model No. KSB-10 Krowne 10 Tap Shadow Box	$530.00	$530.00
	10 ea	KR-SBK Through Shadow Box Shank Kit. This includes: ¾” chrome plated spacer 6” stainless steel shank assembly Star washer Beer washer Hex nut Bent ¼” stainless steel tailpiece	$80.00	$800.00
	10 ft	BC-836 1/2" Anti-Microbial Drain Line	$3.00	$30.00
			ITEM TOTAL:	**$1,360.00**

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Item	Qty	Description	Sell	Sell Total
BAR9.2	2 ea	**DRAFT BEER COOLER, PARTS & ACCESSORIES**	$1,175.00	$2,350.00
		Krowne Model No. KBP-F4 Regulator with Factory Installed FOB Detector, Tamper-Proof, (4) Beer Lines		
	1 ea	KBP-PF2 Pump Panel Regulator with Factory FOB Detector, Tamper-Proof, (2) Beer Lines	$1,365.00	$1,365.00
	200 ft	BC-833 3/8" Poly FOB Drain Line	$2.50	$500.00
	100 ft	BC-833 3/8" Poly FOB Drain Line	$2.50	$250.00
	100 ea	BC-831 3/8" Hardwall Braided High Pressure Tubing	$2.00	$200.00
	1 ea	BC-824 4 Gallon Corner Mount Drain Container for Draft Beer Coolers	$140.00	$140.00
	1 ea	BC-792-HP CO2 Primary Regulator, high pressure	$130.00	$130.00
	1 ea	BC-794-HP Nitrogen Primary Regulator, high pressure	$185.00	$185.00
	1 ea	KGB-1D Gas Blender, Double Blending Wall Mounted Blender, pressures preset, 55%CO2/45% Nitrogen Blend for Lagers, 25% CO2 75% Nitrogen for Stout.	$1,685.00	$1,685.00
	1 ea	KLD-DUAL Double In-Line Leak Detector	$185.00	$185.00
	1 ea	KLD-GM CO2 Leak Safety Gas Monitor	$700.00	$700.00
	1 ea	KLD-CVT2 Check Valve Tee 3/8" X 3/8" X 3/8"	$40.00	$40.00
	8 ea	BC-932 Mastertap Brass Keg Coupler, Sainless Steel Probe, D System (Domestic)	$53.00	$424.00
			ITEM TOTAL:	**$8,154.00**
BAR9.3	1 ea	**INSTALLATION KIT**	$950.00	$950.00
		Krowne Model No. INSTALL KIT Included in the Install kit are Product Restrictor Kit for 3/8" Tubing (1 Per Faucet), all tapes, sealants, clamps, unions, U-bends, and other miscellaneous parts (zip ties, jiffy clips, etc.) needed to install the system.		
			ITEM TOTAL:	**$950.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
BAR9.4	1 ea	**SERVICES: INSTALLATION / TRAINING SERVICES** Krowne Model No. INSTALLATION Krowne’s Certified Installer will install the power packs, trunk lines, cooler hardware, towers, and the gas system if not installed by the gas vendor. Krowne’s certified installer will also perform the startup of the beer system. The installer does not perform refrigeration, electrical or plumbing work. The customer is responsible to arrange work that will be performed by others, which includes but is not limited to: electrical for Glycol unit, coring of concrete/steel/granite countertops/floors and plumbing for water supply lines for water cooled power packs and glass rinsers.	$4,800.00	$4,800.00
			ITEM TOTAL:	**$4,800.00**
999	1 ea	**DELIVERY / SET-IN PLACE** Expert Restaurant Supply Model No. DELIVERY Delivery and set-in place of all items. Set-in place includes: uncrating and assembly of all units, disposal of packing materials. Wall mounting and final connections by other unless specifically noted.	$850.00	$850.00
			ITEM TOTAL:	**$850.00**

Merchandise	$212,628.00
Tax 6.1%	$11,475.81
Total	$224,103.81

Acceptance: ______________________________ Date: ______________________

Printed Name: ______________________________

Initial: ______