

Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

November 10, 2014

Philip Jesse Green, Sr.
Arizona National Golf Club
7025 E. Greenway Parkway, Suite 550
Scottsdale, AZ 85254

RE: Arizona Liquor License No.: 06100155
d.b.a. Arizona National Golf Club

Dear Mr. Green:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 6, Bar, which was received in our office on October 8, 2014. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, November 18, 2014, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Jo Furphy, Deputy".

Robin Brigode
Clerk of the Board

Enclosure

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 10-13-14 Date of Posting Removal: 11-3-14

Arizona National Golf Club

Applicant Name: Green, Sr. Philip Jesse
Last First Middle

Business Address: 9777 E. Sabino Greens Drive Tucson, AZ 85749
Street City Zip

License #: 06100155

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Armando Terrazas #7694 Process Server 520-306-8603
Print Name of City/County Official Title Telephone #

[Signature] 11-3-14
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

NOV 07 14 10 21 PM CLK/FB



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TO: Development Services, Zoning Division

FROM: Bernadette Russell 
Administrative Support Specialist

DATE: October 9, 2014

RE: Zoning Report - Application for Liquor License

Attached is the application of:

Philip Jesse Green, Sr.
d.b.a. Arizona National Golf Club
9777 E. Sabino Greens Drive
Tucson, AZ 85749

Arizona Liquor License No. 06100155
 Series 6, Bar
 New License
 Person Transfer X
 Location Transfer

ZONING REPORT

DATE: 10/15/14

Will current zoning regulations permit the issuance of the license at this location?

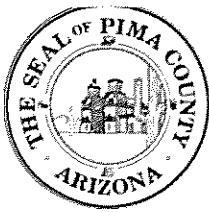
Yes ☒ No ☐

If No, please provide the following:

Pursuant to Pima County Zoning Code, Section: _____

the applicant must: _____

~~Pima County Zoning Inspector~~



Pima County Clerk of the Board

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Tucson, AZ 85701
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1640 East Benson Highway
Tucson, Arizona 85714
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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Bernadette Russell *BR*
Administrative Support Specialist

DATE: October 9, 2014

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Philip Jesse Green, Sr.
d.b.a. Arizona National Golf Club
9777 E. Sabino Greens Drive
Tucson, AZ 85749

Arizona Liquor License No. 06100155
Series 6, Bar
New License
Person Transfer X
Location Transfer

SHERIFF'S REPORT

DATE: 11/06/14

Is there any reason this application should not be recommended for approval?

Nothing noted.

[Signature] 1226
Investigative Support Unit Supervisor

NOV 10 14 PM 10:15 PC CLK OF RD *BR*

FP:

green - 1/10/2014

A& Vincent - 9/30/2013

green's passport exp: 5/18/2016

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

14-33-9201

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH **BLACK INK**

Notice: Effective Nov. 1, 1997, **All Owners, Agents, Partners, Stockholders, Officers, or Managers** actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
☒ INTERIM PERMIT *Complete Section 5*
☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
☒ PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
☐ INDIVIDUAL *Complete Section 6*
☐ PARTNERSHIP *Complete Section 6*
☐ CORPORATION *Complete Section 7*
☒ LIMITED LIABILITY CO. *Complete Section 7*
☐ CLUB *Complete Section 8*
☐ GOVERNMENT *Complete Section 10*
☐ TRUST *Complete Section 6*
☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 06100155

1. Type of License(s): Series 6

2. Total fees attached:

\$

Department Use Only

200.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- ☒ Mr. ☐ Ms. Green, Sr. Philip Jesse
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: OB Sports Golf Management (AzNational), LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Arizona National Golf Club
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 9777 E Sabino Greens Drive Tucson Pima 85749
(Do not use PO Box Number) City County Zip
5. Business Phone: (520)749-3636 Daytime Phone: (480) 776-8101 Email: N/A
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 7025 E. Greenway Parkway, Suite 550, Scottsdale, AZ 85254
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees:

100.-

Application

100.-

Interim Permit

Site Inspection

Finger Prints

\$

200.00

TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB

Date: 10-07-14

Lic. # 06100155

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06100155
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, See attached, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

x See attached
(Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____,
Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06100155

Issue Date: 10/22/2002

Expiration Date: 9/30/2015

Issued To:

CASEY JOSEPH POLIVCHAK, Agent
IRI SABINO SPRING GOLF COURSE LLC, Owner

Bar

Mailing Address:

CASEY JOSEPH POLIVCHAK
IRI SABINO SPRING GOLF COURSE LLC
ARIZONA NATIONAL GOLF CLUB
9777 E SABINO GREENS DR
TUCSON, AZ 85749

Location:

ARIZONA NATIONAL GOLF CLUB
9777 E SABINO GREENS DR
TUCSON, AZ 85749



EXP 9/30/2015

POST-THIS LICENSE IN A CONSPICUOUS PLACE



2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
☎ 602.200.7222
📠 602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

andrea@lewkowitzlaw.com

September 25, 2014

AZ Department of Liquor License & Control
ATTN: Connie Wagner
800 W. Washington, Fifth Floor
Phoenix, AZ 85007

Re: Arizona National Golf Club
Interim Permit/License No. 06100155

Dear Mrs. Wagner:

On behalf of applicant OB Sports Golf Management (AzNational), LLC, we submit the following information and documents in support of applicant's request for an interim permit liquor license.

IRI Sabino Spring Golf course, LLC owned the real property and operated the golf course located at 9777 E. Sabino Green Dr., in Tucson, including Arizona liquor license no. 06070155. By Trustee's Deed and Bill of Sale dated August 18, 2104, Romspen Arizona National LLC foreclosed its security interest and acquired title to the property and liquor license. By Assignment dated September 29, 2014, Romspen transferred the liquor license to applicant. Copies of the recorded Deed and Assignment are attached.

OB Sports Golf Management (AzNational), LLC requests issuance of an interim permit in conjunction with its application for transfer of the series 6 license. If you have questions or need additional information to approve this request, please let us know. Thanks for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrea D. Lewkowitz', written over the typed name and 'Encl'.

Andrea D. Lewkowitz
Encl

14 OCT 6 11P, Llc, M0801



SEQUENCE: 20142300440
No. Pages: 20
8/18/2014 4:29 PM

F. ANN RODRIGUEZ, RECORDER
Recorded By: MM(e-recording)



WHEN RECORDED RETURN TO:

Michael R. Scheurich
Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004

626130

EXEMPT FROM AFFIDAVIT OF LEGAL VALUE PURSUANT TO A.R.S. § 11-1134(B)(1).

**TRUSTEE'S DEED UPON SALE
AND BILL OF SALE**

Trustee's Sale 41227-122

14 OCT 6 14 PM '14

Michael R. Scheurich, herein called "TRUSTEE," as Successor Trustee of the Deed of Trust hereinafter described, hereby grants, assigns, transfers and conveys, but without covenant or warranty, expressed or implied, to **Romspen Arizona National LLC**, a Delaware limited liability company, whose address is 162 Cumberland Street, Suite 300, Toronto, Ontario M5R 3N5, herein called "GRANTEE," the real property in the County of Pima, State of Arizona, described in Exhibit "A" attached hereto ("Real Property") and the personal property described in Exhibit "B" attached hereto ("Personal Property").

THIS DEED is made pursuant to the authority and powers given to the TRUSTEE by law and by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Sabino Deed of Trust") from IRI Sabino Springs Golf Course LLC, as Trustor, initially in favor of Romspen Investment Corporation, as original Beneficiary, recorded on August 17, 2012, at Instrument No. 2012-2300562, of the records of the Pima County Recorder ("PCR"), as amended by that certain First Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded on December 24, 2012, at Instrument No. 2012-3590084, PCR, and that certain Second Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded on December 12, 2013, at Instrument No. 2013-3460451, PCR, the beneficial interest under the Sabino Deed of Trust, as amended, having been thereafter assigned to the Current Beneficiary, Romspen Club Holdings, Inc., pursuant to that certain Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded December 12, 2013, Instrument No. 2013 3460452, PCR; UCC Financing Statement filed September 17, 2007, File No. 73508263, Delaware Secretary of State ("DSS"), as amended, per that Amendment, File No. 22353045, DSS, and assigned to Current Beneficiary per that Amendment filed February 13, 2014, File No. 20140584276; and that UCC Financing Statement filed October 10, 2003, File No. 32744343, DSS, as amended, per those Amendments, File Nos. 72713013, 82811980, 33581874, and 20140047142, DSS, and thereafter assigned to Current Beneficiary per that Amendment filed on January 21, 2014, File No. 20140402180, the TRUSTEE having performed all of his duties under said instruments and applicable law.

Pursuant to that Notice of Trustee's Sale, recorded at Instrument No. 2014-0520144, on February 21, 2014, PCR, and that Notification of Disposition of Collateral, recorded at Instrument No. 2014-0520143, on February 21, 2014, PCR (collectively, "Notices of Sale"), at public auction on August 14, 2014, at the place specified in the Notices of Sale, GRANTEE, became the purchaser of the Real Property

and the Personal Property, in consideration of the Current Beneficiary's credit bid of \$6,000,000.00 in lieu of cash.

All requirements of law and of the Sabino Deed of Trust relating to the Sale and to the Notices of Sale thereof have been complied with.

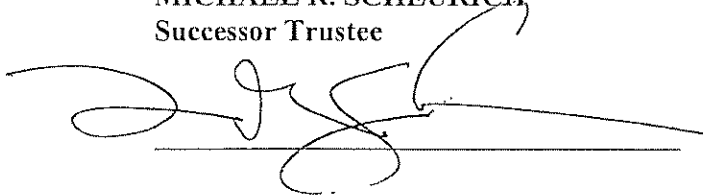
The conveyance of the Real Property and the Personal Property is subject to the following additional limitations and disclaimers:

The Real Property and the Personal Property are sold to the Grantee in an "AS-IS," "WHERE-IS" and "AS-SHOWN" condition, WITH ALL FAULTS. Certain of the Personal Property located on or used in conjunction with the Real Property may be leased or otherwise subject to the interests of other persons. GRANTEE is responsible for determining the interests, if any, acquired in the Personal Property and obtaining physical possession of the Personal Property, if desired.

To the extent that the Personal Property is subject to the Uniform Commercial Code, TRUSTEE hereby provides, pursuant to A.R.S. § 47-9610(E) and (F), that there are no warranties relating to title, possession, quiet enjoyment, or the like in this disposition. Neither Current Beneficiary nor TRUSTEE makes any representation or warranty of any nature whatsoever, express or implied, statutory or otherwise, with regard to: (a) ownership or possession of, or encumbrances on, the Personal Property; (b) the value, quality, condition, design, operation durability, physical condition or state of repair of the Personal Property; (c) the merchantability, sufficiency, suitability or fitness of the Personal Property for GRANTEE's purposes or for any particular purpose; or (d) compliance of the Personal Property with any laws, rules, regulations or specifications or requirements of any governmental body, insurer or any other person. GRANTEE has not relied on the skill or judgment of TRUSTEE or Current Beneficiary in selecting or furnishing the Personal Property for any particular purpose.

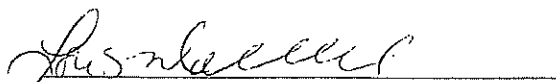
DATED this 18th day of August, 2014.

MICHAEL R. SCHEURICH
Successor Trustee



STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this 18 day of August, 2014, by Michael R. Scheurich, Successor Trustee.


Notary Public

SCHEDULE I
Financing Statement (UCC-1)

TO BE FILED THE UCC RECORDS OF STATE OF DELAWARE

Arizona National Golf Club

The Financing Statement covers the following types or items of property, wherever located, whether now owned or existing or hereafter owned, existing, acquired or arising, and whether in Debtor's or any other person's or entity's possession or control (collectively referred to herein as the "Collateral"):

1. All fixtures and all of Debtor's right, title and interest in and to all personal property of any kind whatsoever now owned or hereafter acquired by Debtor, whether tangible or intangible, which is or will be placed upon, is derived from, or used in any connection with those certain tracts, or parcels of land in Pima County, Arizona, which are described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land"), and any buildings, structures and improvements now or hereafter situated on the Land (hereinafter referred to as the "Improvements"). The Land and the Improvements are collectively called the "Premises". The foregoing property shall include all Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Inventory, Investment Property, Letter of Credit Rights and Supporting Obligations (as those terms are defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Delaware, as amended from time to time), and all of Debtor's right, title and interest in and to all furniture, furnishings, goods, supplies, office equipment, office machines, office furnishings, fixtures, machines, plans and specifications, contracts and contract rights, licenses, including without limitation, the Debtor's Spirituous Alcoholic Beverage License No. 06100155 issued by the Department of Liquor Licenses and Control of the State of Arizona (to the extent the same are assignable by Debtor), causes of action, claims, condemnation proceeds, profits, concessions, fees, leases and lease guaranties, rents, security deposits, utility deposits, trademarks or trade names, utility contracts, maintenance contracts and agreements, management contracts, service contracts, chattel paper, negotiable instruments, instruments, letters of credit, policies and proceeds of insurance, cash bank accounts, and refunds for taxes or premiums of any insurance, snack bar, club house and pro shop, equipment, fixtures, furnishings, inventory and supplies, golf clubs, golf carts and other golf equipment, landscaping equipment, tools and supplies, mowers, sprinkler and irrigation systems, facilities and equipment, valves, rotors, computer or other control systems, golf club initiation fees, green fees, golf cart and golf club rental fees, membership fees, membership dues, accounts receivable for pro shop, snack bar and club house expenditures and any other payments from members or users of the golf course, club house, snack bar, pro shop and related facilities located on the Premises, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof. All of the foregoing property is collectively referred to herein as the "Collateral." The Collateral shall not include any items of equipment or personal property which are leased by Debtor from third parties.

14 OCT 6 14:16 M801

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

☒ L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: OB Sports Golf Management (AzNational), LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 03/06/14 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: N/A Date authorized to do business in AZ: N/A

4. AZ L.L.C. File No: L-1909846-3 Date authorized to do business in AZ: 03/12/14

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

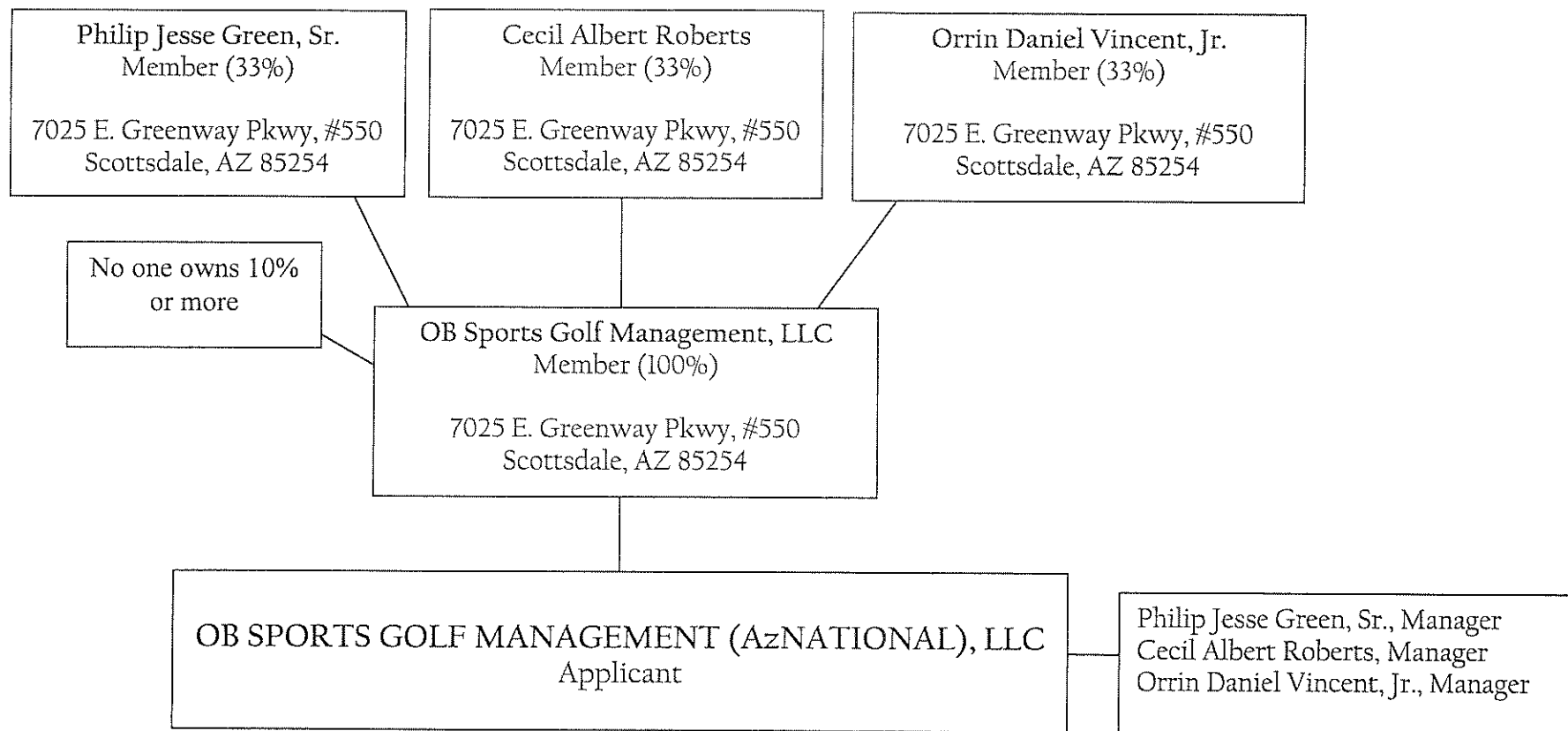
1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☒ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)



14 OCT 6 11:41 AM '14

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: Polivchak Casey Joseph Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: IRI Sabino Spring Golf Course, LLC
(Exactly as it appears on license)
3. Current Business Name: Arizona National Golf Club
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 9777 E. Sabino Greens Drive
City, State, Zip Tucson, AZ 85749
5. License Type: Series #6 License Number: 06100155
6. If more than one license to be transfered: License Type: N/A License Number: N/A
7. Current Mailing Address: Street 10567 S. Miramar Canyon Pass
(Other than business) City, State, Zip Vail, AZ 85641

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Casey Joseph Polivchak, hereby authorize the department to process this application to transfer the
(print full name)

privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Casey Joseph Polivchak, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

See Attached Trustee's Sale & Assignment
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

ASSIGNMENT OF LIQUOR LICENSE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Romspen Arizona National LLC, a Delaware limited liability company ("Assignor"), hereby assigns, grants, and transfer to OB Sports Golf Management (AzNational), LLC, an Arizona limited liability company ("Assignee"), all right, title, and interest in and to Arizona Liquor License No. 06100155.

This Assignment shall be binding on Assignor, its successor and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

Romspen Arizona National LLC,

a Delaware limited liability company

by its sole member Romspen Club Holdings Inc.

By: _____

Its: President, Wesley Rortman

PROVINCE

STATE OF ONTARIO

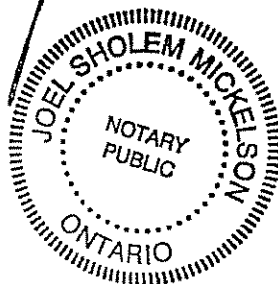
County of _____

SS.

SUBSCRIBED AND SWORN to before me this 29 day of September, 2014, by



Wesley Rortman

[Notary Seal]



Notary Public

14 OCT 6 11:47:11 AM 2014

* E RECORDING * Page 1 of 20	
	
SEQUENCE:	20142300440
No. Pages:	20
8/18/2014	4:29 PM
F. ANN RODRIGUEZ, RECORDER	
Recorded By: MM(e-recording)	
	

WHEN RECORDED RETURN TO:

Michael R. Scheurich
Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004

626130

EXEMPT FROM AFFIDAVIT OF LEGAL VALUE PURSUANT TO A.R.S. § 11-1134(B)(1).

**TRUSTEE'S DEED UPON SALE
AND BILL OF SALE**

Trustee's Sale 41227-122

Michael R. Scheurich, herein called "TRUSTEE," as Successor Trustee of the Deed of Trust hereinafter described, hereby grants, assigns, transfers and conveys, but without covenant or warranty, expressed or implied, to **Romspen Arizona National LLC**, a Delaware limited liability company, whose address is 162 Cumberland Street, Suite 300, Toronto, Ontario M5R 3N5, herein called "GRANTEE," the real property in the County of Pima, State of Arizona, described in Exhibit "A" attached hereto ("Real Property") and the personal property described in Exhibit "B" attached hereto ("Personal Property").

THIS DEED is made pursuant to the authority and powers given to the TRUSTEE by law and by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Sabino Deed of Trust") from IRI Sabino Springs Golf Course LLC, as Trustor, initially in favor of Romspen Investment Corporation, as original Beneficiary, recorded on August 17, 2012, at Instrument No. 2012-2300562, of the records of the Pima County Recorder ("PCR"), as amended by that certain First Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded on December 24, 2012, at Instrument No. 2012-3590084, PCR, and that certain Second Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded on December 12, 2013, at Instrument No. 2013-3460451, PCR, the beneficial interest under the Sabino Deed of Trust, as amended, having been thereafter assigned to the Current Beneficiary, Romspen Club Holdings, Inc., pursuant to that certain Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded December 12, 2013, Instrument No. 2013 3460452, PCR; UCC Financing Statement filed September 17, 2007, File No. 73508263, Delaware Secretary of State ("DSS"), as amended, per that Amendment, File No. 22353045, DSS, and assigned to Current Beneficiary per that Amendment filed February 13, 2014, File No. 20140584276; and that UCC Financing Statement filed October 10, 2003, File No. 32744343, DSS, as amended, per those Amendments, File Nos. 72713013, 82811980, 33581874, and 20140047142, DSS, and thereafter assigned to Current Beneficiary per that Amendment filed on January 21, 2014, File No. 20140402180, the TRUSTEE having performed all of his duties under said instruments and applicable law.

Pursuant to that Notice of Trustee's Sale, recorded at Instrument No. 2014-0520144, on February 21, 2014, PCR, and that Notification of Disposition of Collateral, recorded at Instrument No. 2014-0520143, on February 21, 2014, PCR (collectively, "Notices of Sale"), at public auction on August 14, 2014, at the place specified in the Notices of Sale, GRANTEE, became the purchaser of the Real Property

and the Personal Property, in consideration of the Current Beneficiary's credit bid of \$6,000,000.00 in lieu of cash.

All requirements of law and of the Sabino Deed of Trust relating to the Sale and to the Notices of Sale thereof have been complied with.

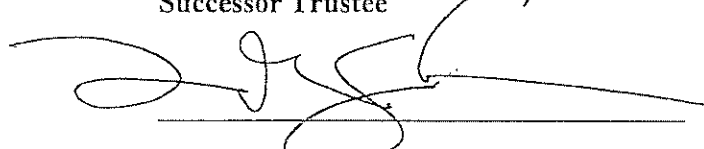
The conveyance of the Real Property and the Personal Property is subject to the following additional limitations and disclaimers:

The Real Property and the Personal Property are sold to the Grantee in an "AS-IS," "WHERE-IS" and "AS-SHOWN" condition, WITH ALL FAULTS. Certain of the Personal Property located on or used in conjunction with the Real Property may be leased or otherwise subject to the interests of other persons. GRANTEE is responsible for determining the interests, if any, acquired in the Personal Property and obtaining physical possession of the Personal Property, if desired.

To the extent that the Personal Property is subject to the Uniform Commercial Code, TRUSTEE hereby provides, pursuant to A.R.S. § 47-9610(E) and (F), that there are no warranties relating to title, possession, quiet enjoyment, or the like in this disposition. Neither Current Beneficiary nor TRUSTEE makes any representation or warranty of any nature whatsoever, express or implied, statutory or otherwise, with regard to: (a) ownership or possession of, or encumbrances on, the Personal Property; (b) the value, quality, condition, design, operation durability, physical condition or state of repair of the Personal Property; (c) the merchantability, sufficiency, suitability or fitness of the Personal Property for GRANTEE's purposes or for any particular purpose; or (d) compliance of the Personal Property with any laws, rules, regulations or specifications or requirements of any governmental body, insurer or any other person. GRANTEE has not relied on the skill or judgment of TRUSTEE or Current Beneficiary in selecting or furnishing the Personal Property for any particular purpose.

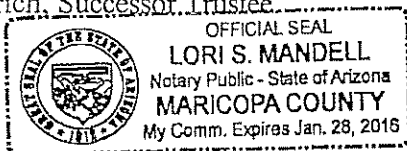
DATED this 18th day of August, 2014.


MICHAEL R. SCHEURICH
Successor Trustee



STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this 18 day of August, 2014, by Michael R. Scheurich, Successor Trustee.




Notary Public

SCHEDULE I
Financing Statement (UCC-1)

TO BE FILED THE UCC RECORDS OF STATE OF DELAWARE

Arizona National Golf Club

The Financing Statement covers the following types or items of property, wherever located, whether now owned or existing or hereafter owned, existing, acquired or arising, and whether in Debtor's or any other person's or entity's possession or control (collectively referred to herein as the "Collateral"):

1. All fixtures and all of Debtor's right, title and interest in and to all personal property of any kind whatsoever now owned or hereafter acquired by Debtor, whether tangible or intangible, which is or will be placed upon, is derived from, or used in any connection with those certain tracts, or parcels of land in Pima County, Arizona, which are described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land"), and any buildings, structures and improvements now or hereafter situated on the Land (hereinafter referred to as the "Improvements"). The Land and the Improvements are collectively called the "Premises"). The foregoing property shall include all Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Inventory, Investment Property, Letter of Credit Rights and Supporting Obligations (as those terms are defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Delaware, as amended from time to time), and all of Debtor's right, title and interest in and to all furniture, furnishings, goods, supplies, office equipment, office machines, office furnishings, fixtures, machines, plans and specifications, contracts and contract rights, licenses, including without limitation, the Debtor's Spirituous Alcoholic Beverage License No. 06100155 issued by the Department of Liquor Licenses and Control of the State of Arizona (to the extent the same are assignable by Debtor), causes of action, claims, condemnation proceeds, profits, concessions, fees, leases and lease guaranties, rents, security deposits, utility deposits, trademarks or trade names, utility contracts, maintenance contracts and agreements, management contracts, service contracts, chattel paper, negotiable instruments, instruments, letters of credit, policies and proceeds of insurance, cash bank accounts, and refunds for taxes or premiums of any insurance, snack bar, club house and pro shop, equipment, fixtures, furnishings, inventory and supplies, golf clubs, golf carts and other golf equipment, landscaping equipment, tools and supplies, mowers, sprinkler and irrigation systems, facilities and equipment, valves, rotors, computer or other control systems, golf club initiation fees, green fees, golf cart and golf club rental fees, membership fees, membership dues, accounts receivable for pro shop, snack bar and club house expenditures and any other payments from members or users of the golf course, club house, snack bar, pro shop and related facilities located on the Premises, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof. All of the foregoing property is collectively referred to herein as the "Collateral." The Collateral shall not include any items of equipment or personal property which are leased by Debtor from third parties.

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SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 250 ft. Name of school Sabino High School
Address 5000 N Bowes Rd, Tucson, AZ 85750
City, State, Zip _____
2. Distance to nearest church: 2,350 ft. Name of church Church of Jesus Christ of Latter-day Saints
Address 9541 E Snyder Rd, Tucson, AZ
City, State, Zip _____
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
Manager _____
4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ____ yrs. ____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Golf Course with all amenities

Management Agreement

ARIZONA NATIONAL GOLF CLUB
Tucson, Arizona

This MANAGEMENT AGREEMENT (the "**Agreement**") is made and entered into as of 14th day of August, 2014 by and between Romspen AZ National LLC ("Owner") and OB Sports Golf Management (AZNational), an Arizona limited liability company ("Manager").

Recitals

A. Owner desires to promote and provide for the management of Arizona National Golf Club, clubhouse, golf course, cart facility, maintenance building and appurtenances, and any other golf course or golf-related facility developed on the property depicted on Exhibit A (collectively referred to as the "**Facility**").

B. Manager is a professional golf course management company with experience and expertise related to golf course management and promotion.

C. Owner desires to retain Manager to manage and operate the Facility on behalf of Owner pursuant to the terms and conditions of this Agreement.

D. IRI Sabino Springs Golf Course, LLC and Manager previously entered into a Management Agreement for the Golf Course dated as of November 1, 2014 ("Prior Management Agreement") and the obligation of IRI Sabino Springs Golf Course, LLC under the Prior Management Agreement were guaranteed by Romspen Investment Corp., an Ontario corporation ("RIC") pursuant to the terms and conditions of a separate agreement between RIC and Manager ("Funding Agreement").

Agreement


The parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin on August 14, 2014 (the "Start Date"), and shall end at 11:50 p.m. local time on the day preceding the first (1st) anniversary of the Start Date (the "**Initial Term**"), subject to the termination provisions of Sections 9 and 10 below. This Agreement shall automatically renew for up to five (5) successive one (1) year terms (the "**Renewal Terms**"), provided that for each Renewal Term the following conditions are met: (a) Owner shall not have given notice to Manager on or before 60 days prior to the expiration then current term of its election not to renew the Agreement and (b) Manager shall not have given notice to Owner on or before 60 days prior to the then current term of its election not to renew the Agreement. The Initial Term along with any Renewal Terms shall be collectively referred to as the "**Term**."

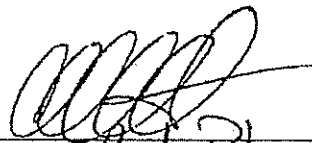
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ROMSPEN AZ NATIONAL LLC

By its sole member Rompen Club Holdings Inc.

By: 
Name: Wesley Rothman
Its: President

OB SPORTS GOLF MANAGEMENT
(AZNATIONAL)

By: 
Name: C. A. Roberts
Its: President

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SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:
License # 06100155 (exactly as it appears on license) Name Casey Polivchak

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
If yes, give the name of licensee, Agent or a company name:
_____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicant's initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input checked="" type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

applicant's initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

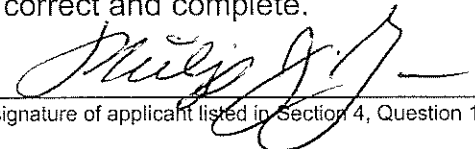
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

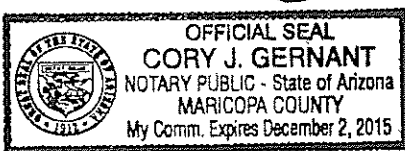
Diagram attached.

SECTION 16 Signature Block

I, Philip Jesse Green, Sr., hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

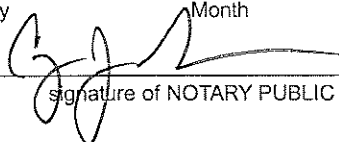
X → 
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

19th of September, 2014
Day Month Year


signature of NOTARY PUBLIC

My commission expires on : 02/12/15
Day Month Year

*14 OCT 6 1971 LIA # 961

