

# Pima County Clerk of the Board

Robin Brigode

Julie Castañeda  
Deputy Clerk

Administration Division  
130 W. Congress, 5<sup>th</sup> 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

August 1, 2016

Gregory Lee Wexler  
Putneys Pitstop Sports Bar & Grill  
6090 N. Oracle Road  
Tucson, AZ 85704

RE: Arizona Liquor License No.: 12104450  
d.b.a. Putneys Pitstop Sports Bar & Grill

Dear Mr. Wexler:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on July 1, 2016. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, August 15, 2016, 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 black ink, appearing to read "Robin Brigode, 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

2/20

**AFFIDAVIT OF POSTING**

AUG 01 16 10 24 P C CLK OF BD  
AFB

Date of Posting: 7/7

Date of Posting Removal: 7/28/16

**Putneys Pitstop Sports Bar & Grill**

Applicant's Name: Wexler Gregory Lee  
Last First Middle

Business Address: 6090 N. Oracle Road Tucson 85704  
Street City Zip

License #: 12104450

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.

R. GRENIER #6175 PCSO 351-6000  
Print Name of City/County Official Title Phone Number

[Signature] 7/28/16  
Signature Date Signed

Return this affidavit with your recommendations (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.



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TO: Development Services, Zoning Division  
FROM: Alina Bárcenas *AFB*  
Administrative Support Specialist  
DATE: July 6, 2016  
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Gregory Lee Wexler  
d.b.a. Putneys Pitstop Sports Bar & Grill  
6090 N. Oracle Road  
Tucson, AZ 85704

Arizona Liquor License No. 12104450

Series 12, Restaurant

New License X

Person Transfer     

Location Transfer     

ZONING REPORT

DATE: 7/14/16

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

Yes  No

If No, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pima County Zoning Inspector

When complete, please return to [cob\\_mail@pima.gov](mailto:cob_mail@pima.gov)

JUL 14 11:04:00 POC CLK CFB  
*AFB*



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TO: Pima County Sheriff's Department  
Investigative Support Unit

FROM: Alina Bárcenas *AFB*  
Administrative Support Specialist

DATE: July 6, 2016

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Gregory Lee Wexler  
d.b.a. Putneys Pitstop Sports Bar & Grill  
6090 N. Oracle Road  
Tucson, AZ 85704

Arizona Liquor License No: 12104450  
 Series 12, Restaurant  
 New License   
 Person Transfer   
 Location Transfer

SHERIFF'S REPORT

DATE: 07/14/16

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

NO THING NOTED.

*[Signature]*  
 Investigative Support Unit Supervisor

When complete, please return to cob\_mail@pima.gov

JUL 14 16 10 06 POC/KCFD

*AFB*



16-14-9257

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

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)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

1. Type of License: RESTAURANT LICENSE # 12 104450

SECTION 4 Applicants

- Individual Owner/Agent's Name: WEXLER GREGORY LEE
Owner Name: PUTNEYS PITSTOP LLC
Business Name: PUTNEYS PITSTOP SPORTS BAR & GRILL
Business Location Address: 6090 N. ORACLE RD., TUCSON AZ 85704 PIMA
Mailing Address: 6090 N. ORACLE RD., TUCSON AZ 85704
Business Phone: 520-575-1767 Daytime Contact Phone: 520-891-8708
Email Address: putneypitstop@yahoo.com
Is the Business located within the incorporated limits of the above city or town? Yes No
Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$

Fees: Application \$150, Interim Permit \$50, Site Inspection \$50, Finger Prints \$44, Total of All Fees \$194.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: C.A. Date: 6.29.16 License # 12104450

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED



**SECTION 5 Interim Permit**

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: \_\_\_\_\_

2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_

**Attach a copy of the license currently issued at this location to this application.**

I, _____ (Print Full Name)	declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____ County of _____ The foregoing Instrument was acknowledged before me this
My commission expires on: _____ Date	_____ of _____ / _____ Day Month Year
_____ Signature of NOTARY PUBLIC	

**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

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

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business?  Yes  No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

**Partnership**

Name of Partnership: PUTNEYS PITSTOP L.L.C.

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

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 6 - continued**

**TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

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

- Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7
- L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: PUTNEYS PITSTOP L.L.C.
2. Date Incorporated/Organized: 4/18/2016 State where Incorporated/Organized: AZ
3. AZ Corporation or AZ L.L.C File No: L20852375 Date authorized to do Business in AZ: 4/21/2016
4. Is Corp/L.L.C. Non Profit?  Yes  No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
WEXLER,	GREGORY	LEE	MEMBER	6088 W. ARIZONA PAVILIONS DR.,	TUCSON,	AZ	85743

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
WEXLER,	GREGORY	LEE	100	6088 W. ARIZONA PAVILIONS DR.,	TUCSON,	AZ	85743

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.





**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on license)

3. Business Name: \_\_\_\_\_  
(Exactly as it appears on license)

4. Business Location Address: \_\_\_\_\_  
Street City State Zip

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. Current Mailing Address: \_\_\_\_\_  
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified?  Yes  No

8. Does the applicant intend to operate the business while this application is pending?  Yes  No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) \_\_\_\_\_ hereby authorize the department to process this Application to transfer the 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, (Print Full Name) \_\_\_\_\_, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

**NOTARY**

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing Instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_  
Date

\_\_\_\_\_ of \_\_\_\_\_ / \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants.

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) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 1B
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: 1.4 miles Name of School: Kino School  
 (If less than one (1) mile note footage)

Address: 6625 N. 1st Ave. Tucson, Az 85718

2. Distance to nearest Church: 1.2 miles Name of Church: Casas adobes congregational United church of Christ  
 (If less than one (1) mile note footage)

Address: 6801 N. Oracle Rd. Tucson, Az 85704

**SECTION 14 Business Financials**

1. I am the:  Lessee  Sub-lessee  Owner  Purchaser  Management Company

2. If the premise is leased give lessors: Name: Casa Blanca Plaza L.L.C.,  
 Address: 280 W Rudasill Rd, Tucson, Arizona 85704  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 7000.00

4. What is the remaining length of the lease? Yrs. 10 Months 0

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: 10% LATE CHARGES  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0  
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

RESTAURANT BAR

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year?  Yes  No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  Yes  No

10. Is the premises currently license with a liquor license?  Yes  No

If yes, give license number and licensee's name:

License #: \_\_\_\_\_ Individual Owner /Agent Name: \_\_\_\_\_  
(Exactly as it appears on license)

State of Arizona Dept. of Liquor Licenses and Control  
800 W. Washington, 5<sup>th</sup> Fl.  
Phoenix, AZ 85007-2934

5/28/16

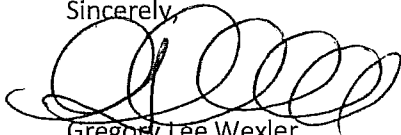
Re: Liquor License Application  
Putneys Pitstop, L.L.C.  
Explanation of section 14, question 10

We leased the current premises on April 4, 2016 from Plaza Blanca Plaza L.L.C.

The previous tenant which you stated was Eric Anthony Lopez moved out of the premises in the middle of the night sometime in early March, 2016 and left no forwarding address. We have no knowledge of this person or where he can be located. The premises were leased to us without any liquor license by the property owner. From our point of view there is no liquor license at this address. We will be happy to fill out the application form using the license information you sent us but that license and the owner are no longer here at this address.

You may contact the owner of the property directly for any additional information at 520-297-7222.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory Lee Wexler', written over a circular stamp or seal.

Gregory Lee Wexler  
Member  
Putneys Pitstop, L.L.C.  
6090 N Oracle Rd  
Tucson, AZ 85704

# Casa Blanca Plaza LLC

280 W. Rudasill Road  
Tucson, Arizona 85704  
Phone: (520) 297-7222 Fax: (520) 297-9280  
E-Mail: CasaBlancaPlaza@gmail.com

June 1, 2016

Arizona Department of Liquor License and Control  
800 W. Washington St.  
Phoenix, Arizona  
85007

To Whom It May Concern:

I am writing to you in regards to the business located at 6090 North Oracle Road Tucson, Arizona 85704. The business was formally titled Putney's Sports Saloon. A Liquor License was issued to Eric Anthony Lopez, agent and Lopez Molina Group LLC, owner. Mr. Lopez was our tenant whom abandoned the property in the middle of the night on April 5, 2016. We have no forwarding information or knowledge pertaining to the owners of the "Lopez Molina Group".

We have since signed a new lease with Mr. Michael Jacobson & Mr. Greg Wexler, guarantors. Their business will be titled Putney's Pit Stop LLC. They have taken legal possession of the premises as of April 2016. Please see the attached lease. For any further questions please feel free to contact our office at (520) 297-7222.

Sincerely,



Genie Genematas  
Casa Blanca Plaza - Owner

16 JUN 29 14:14 PM 10:43

**CASA BLANCA PLAZA  
TUCSON, ARIZONA  
RETAIL SPACE LEASE**

**FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS**

Date: April 5, 2016

LESSOR: Casa Blanca Plaza L.L.C., an Arizona Limited Liability Company

ADDRESS OF LESSOR: 280 W Rudasill Rd, Tucson, Arizona 85704

NAME OF LESSEE: Mr. Greg Wexler & Mr. Michael Jacobson - Guarantor

ADDRESS OF LESSEE: 6090 Oracle Rd. Tucson, Arizona 85704

LESSEE TRADE NAME: Putney's Pit Stop

EXHIBITS-The exhibits listed in this section are attached to and incorporated into this Lease by reference and are to be construed as a part of this Lease.

- EXHIBIT 1 Site-Space Plan
- EXHIBIT 2 Building Plans and Specifications
- EXHIBIT 3 Supplemental Agreement - Commencement of Lease
- EXHIBIT 4 Riders

'16 JUN 29 14:11:11 PM1047

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## CASA BLANCA PLAZA LEASE

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Casa Blanca Plaza L.L.C., herein styled "Lessor", leases to Mr. Greg Wexler & Mr. Michael Jacobson, herein styled "Lessee", the premises and rights described upon the terms herein set forth, which are fully agreed to by the parties to this instrument on this day, April 5<sup>th</sup>, 2016.

### I. LEASED PREMISES

The leased premises, consisting of approximately 5000 square feet, are designated on Exhibit No. 1 (Site-Space Plan), plus the patio area. The space designated as 6090 Oracle Rd. Tucson, Arizona 85704 is to be occupied by Lessee, and the parking, service entrance, exit arrangements, and parking areas are to be used jointly by Lessee and other tenants of Lessor, as herein provided.

### II. IMPROVEMENTS ON LEASED PREMISES

1. Lessor agrees to use its architects or engineers to design a building and to commence construction, subject to availability of materials and to securing adequate financing, prior to October 1<sup>st</sup> 2016, and proceed diligently thereafter, at its own cost and expense to construct and complete the leased premises, for the use of Lessee, such building substantially in accordance with Exhibit No. 2 (Landlord's Work) agreed to by the parties and signed in triplicate by Lessor and Lessee for identification. Lessor shall give Lessee not less than thirty (30) days written notice of the actual date upon which the leased premises will be "ready for occupancy", which phrase shall be deemed to mean: (a) When Lessor's work in the leased premises has been completed to the extent reasonably necessary for commencement of the installation of Lessee's new fixtures, facilities and equipment; and (b) When construction and lighting of the parking areas and pedestrian walks are substantially complete.

2. Upon such actual date that the leased premises are ready for occupancy, Lessee agrees to accept delivery and enter upon the premises for the purpose of installing its fixtures, facilities and equipment. Lessor shall, nevertheless, be required to complete promptly all construction and finishing work agreed to be done by Lessor. Lessor shall not be responsible nor have any liability whatsoever at any time for loss or damage to Lessee's work or to fixtures or equipment or other property of Lessee installed or placed by Lessee in the leased premises, except such as may be caused by the negligence of Lessor, its servants or agents. Any occupancy by Lessee prior to the beginning of the term, even though rent free, shall in all respects be the same as that of Lessee under this lease. But, by occupying the leased premises as a Lessee, or to complete Lessee's work installing fixtures, facilities or equipment, or to perform finishing work, Lessee shall not be deemed to have finally accepted the same and to have

acknowledged that the leased premises are in the condition required by Lessor's covenants hereunder. Lessor shall, for one year after the beginning date of the term of the lease, indemnify Lessee against the cost of any repairs which may be due solely to defects in workmanship or materials furnished by Lessor in the construction of the building.

### III. COMMENCEMENT AND TERM OF LEASE

1. The rentals herein reserved shall commence 30 days after the "ready for occupancy" date, as defined in Section 11, or when goods or services are actually offered for sale from the leased premises, whichever date is earlier, and the date from which rentals commence shall be the date of commencement of the term hereof. The terms of this lease shall, subject to the other provisions contained herein, extend for a period of ( SEE RIDER ) months from the commencement date of the term of the lease, as such date is determined in accordance with the foregoing provisions, provided that if the commencement date does not fall on the first day of a calendar month, the term shall extend for the balance of the calendar month in which the term begins and for the full period of months as stipulated above

2. Promptly after the commencement date of the term of this lease, Lessor and Lessee shall execute and acknowledge and deliver the Supplemental Agreement (Exhibit No. 3), in recordable form, specifying the date of the commencement of the term of this lease and the date of the termination of this lease, evidencing the fact of a lease between Lessor and Lessee covering the leased premises covered by this lease. This lease itself shall not be recorded.

### IV. RENT

Lessee agrees to pay rent to Lessor at 280 W. Rudasill Rd Tucson, Az 85704. Rent for the premises shall be as follows:

1. Fixed Minimum Rent: A fixed minimum rental for the term of this lease is (\$84,000.00) dollars, plus tenant prorations and any sales or rental taxes on such sum, payable in (12) installments of (\$7000.00) dollars, each in advance upon the first day of each and every calendar month during the term of this lease.

For following years, see Rider.

The fixed minimum rent for any beginning fractional part of the months shall be prorated for such fractional part of the month as of the commencement date of this lease. Fixed minimum rent shall be payable in advance before the first of the month during the term of this lease, and shall be due on the first, and

past due thereafter The agreement of the Lessee to pay rent shall at all times be recognized as an independent covenant under the terms of this lease and shall in no way be construed to be dependent upon any other clause, condition or covenant contained herein.

IF RENTS ARE NOT RECEIVED BY THE 10<sup>TH</sup> OF EACH MONTH LESSOR CAN CHARGE A 10% LATE FEE ON THE TOTAL AMOUNT DUE.

2. Percentage Rent: On or before twenty (20) days after the last business day of each calendar months during the term of this lease, Lessee shall submit to Lessor a statement signed by Lessee showing in reasonable detail the amount of gross sales, as hereinafter defined, made by Lessee on the leased premises during the preceding calendar months. When the amount of the gross sales during any calendar month exceeds (\$ N/A ) dollars, Lessee will pay to Lessor an additional percentage rental above the minimum rental which would be equal to ( N/A %) per cent of said excess, plus any sales or rental taxes on such sum. Unless the term of this lease shall commence on the first day of a calendar month, the percentage rental to be paid for the first fractional month of the term shall be calculated by reducing the said minimum gross sales figures to a figure which shall be in the same proportion as the number of days in the month in which this lease begins, and the percentage rental payable, if any, for such fractional month shall be the stipulated per cent of any gross sales in excess of such reduced gross sales figures. Payment for such excess rentals shall be made for each month at the time that the above specified statements are furnished in accordance with the foregoing provisions.

a. The term "gross sales", as used and referred to herein, includes the gross sales price of all services, goods, wares and merchandise of any nature or kind whatsoever, sold in, on, from, upon or through the leased premises or any part thereof, at retail or wholesale and whether singly or in bulk by Lessee or any other person or corporation, and the gross charges for all services performed by Lessee or by any other person, firm or corporation for which charge is made by Lessee or by any other person, firm, or character on, from, in, upon or through the leased premises, or any part thereof, and shall include all sales and services whether for cash or upon credit, irrespective of whether or not collections are made. Merchandise returned and merchandise refunds shall be deducted from gross sales in determining "gross sales".

b. It is agreed that the term "gross sales" shall not include any sales or occupational tax or similar tax or imposition now or hereafter of merchandise and billed to the customers or patrons as a separate item.

c. It is further agreed that all "gross sales" made or arranged and all orders for goods or services taken in, from, or through the leased premises shall be considered as having been made and completed upon the premises, whether



or not the business transacted in or the merchandise delivered from the premises, and regardless of whether collection of the amounts due therefore is transferred to any other office of Lessee.

d. It is agreed that a transfer of merchandise from Lessee's place of business on the leased premises to another place of business owned by Lessee shall not be considered a sale hereunder if such transfer is made in good faith and not for the purpose of defeating the "gross sales" provisions of this lease,

e. Lessee is to keep during the term of this lease for a period of one (1) year following the end of each accounting period a permanent, complete and accurate record of all gross sales. Accurate non-resettable cash registers or other modern systems shall be installed and kept, or caused to be installed and kept, by Lessee at such location during such period, which shall show, record and preserve in detail all items making up gross sales during each such accounting period. All such records shall be open to the inspection and audit of Lessor, or its agents, at reasonable times during such one (1) year period. Lessor shall, for a period of one (1) year after the end of each accounting period, have the right to make such reasonable examination and investigation of the records above referred to as Lessor may think proper, and to point out any inaccuracies in the statements of gross sales furnished by Lessee to Lessor in accordance with this lease. If any such inspection and audit by Lessor, or its agents, shall disclose that actual gross sales exceeded gross sales reported by more than 1%, Lessee shall pay the cost of such inspection and audit. Any inaccuracies, for any accounting period, which are not so pointed out within such period of one (1) year, shall be conclusively waived, but if any inaccuracies are pointed out during such period, and if it should be established by the evidence that such inaccuracies in fact exist, the figures furnished by Lessee shall be corrected in such particulars, and if an additional payment is shown to be due, such additional payment shall be made upon demand, together with interest at the rate of 10% per annum on such amount from the date such payments should have been made until made.

## **V. TAXES AND ASSESSMENTS**

1. Real Estate Taxes and/or Assessments. Lessee agrees to pay to Lessor on demand Lessee's share of the total real estate taxes and/or assessments on Casa Blanca Plaza and improvements thereon paid by Lessor during the term of this lease and levied or assessed against Lessor during the twelve-month period immediately following the termination of this lease but attributable to this lease term. Lessee's share of such total real estate taxes and/or assessments shall be in the proportion that the floor space of the leased premises herein bears to the total of all of the Lessor's rentable floor space in Casa Blanca Plaza, as determined by Lessor, during the calendar year for which such taxes and/or assessments are levied and/or assessed.

2. Personal Property Taxes. Lessee shall be liable for all taxes levied against personal property, trade fixtures and other property placed by Lessee in or on or about the leased premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, plant equipment and other articles, and if any such taxes on Lessee's personal property, trade fixtures or property placed in the leased premises by Lessee are levied against Lessor or Lessor's property, and if Lessor pays the same (which Lessor shall have the right to do, regardless of validity of such levy), or if the assessed value of Lessor's property is increased by the inclusion of the value placed on such property or trade fixtures of Lessee or placed in the leased premises by Lessee and if Lessor pays the taxes based on such increased assessments (which Lessor shall have the right to do, regardless of validity thereof), Lessee, upon demand, shall as the case may be, pay to Lessor the taxes so levied against the Lessor or the proportion of such taxes resulting from such increase in the assessment, plus interest in the amount of 10% per annum from the date of payment by Lessor until paid by Lessee.

## **VI. USES OF PREMISES**

1. Lessee shall, during the term of this lease, use the leased premises for the purpose of conducting in the premises a modern first-class Bar and Grill, selling goods, wares, merchandise and services then being customarily sold in a similar-type operation and for no other purpose. Any selling of goods, wares, merchandise and services other than that then being customarily sold in a similar-type operation shall be deemed a breach of this lease. Lessee agrees to, and it is the essence of this lease that Lessee shall be opened for business at a minimum from 9:00 o'clock, a.m. to 5:00 pm. of each and every regular business day, and shall continuously use the premises for such purpose except while the premises are untenable by reason of fire or unavoidable casualty. Failure of Lessee so continuously to use the leased premises during the business hours as stated above of each and every regular business day shall be deemed a breach of this lease, and Lessee shall be considered in default and subject to all the consequences thereof.

2. Lessor covenants that Lessee, on paying the rent and performing Lessee's obligations in this lease, shall peacefully and quietly have, hold and enjoy the leased premises through the lease term, or until it is terminated as in this lease provided.

## **VII. COMPLIANCE WITH LAW**

Lessee agrees to keep the sidewalk, walls, roof, and/or mall in front of, or at the rear of, and around the premises, free from merchandise and displays, and free from all litter, dirt, debris, and obstructions; to keep the premises clean and

in the sanitary condition required by health, sanitary and police regulations, statutes or ordinances of the governmental authority having jurisdiction, and to do nothing whatsoever about the premises having a tendency to annoy or disturb any person occupying adjacent premises.

### **VIII. SIGNS AND ADVERTISING**

Lessee shall not erect or install any exterior or interior signs or advertising media whether designed for a window or door, or any other place, or window or door lettering or placards, without first having the written approval of Lessor for such sign or advertising media. Lessee agrees to install, not later than thirty (30) days after occupancy, an exterior sign at an acceptable location on the leased premises. Lessee agrees not to use any advertising media that shall be deemed objectionable to Lessor or to the other tenants, such as loudspeakers, phonographs or radio broadcasts, in a manner to be heard outside the leased premises.

### **IX. MERCHANTS' ASSOCIATION**

1. The lessees may create a non-profit corporation to be known as Casa Blanca Merchants' Association, and as each lessee occupies a portion of the premises, it shall receive a membership in the same, together with one vote and a copy of the By-Laws of such Merchants' Association, which is a part of this lease (Exhibit No. 3).

2. Each member of the Casa Blanca Merchants' Association (lessee) shall contribute its proportionate part of the expense required in connection with the Association's activities. Such contribution by member (lessee) shall be computed on the basis of relative square feet of gross building areas occupied, as determined by Lessor

3. The Casa Blanca Merchants' Association shall be limited to Lessor and all tenants of the Casa Blanca Plaza and have as its purpose the arranging for the following: (a) Conduct of general advertising campaigns; (b) Encouragement of common night opening dates; (c) Developing employees' interests; (d) Collective trash hauling; (e) Keeping sidewalks clean; (f) Enforcing parking regulations; (g) Promoting united Christmas and other seasonal events and decorations; (h) All such other activities as may, from time to time, be determined by the Association as worthy of community interest and control.

### **X. COMMON AREA MAINTENANCE**

1. **Parking Area.** The shopping center of which the leased premises are to be part shall include a parking area. Lessor may designate a portion of the area marked for parking to provide parking for officers and employees of tenants

or occupants, and Lessee agrees that he will use all reasonable means to require such officers, employees and occupants to park in the area established for tenant parking. Except for the area established by Lessor for tenant parking, no part of the parking area or alleys or service courts shall be used for parking by Lessee, his officers or employees. Where there is a rear entrance, all loading and unloading of goods shall be made at such rear entrance.

2. Use of Common Area. Lessor hereby grants to Lessee, its employees, agents, customers and invitees, the non-exclusive right for and during the term of this lease and any renewal hereof to use the parking area and other common areas from time to time constituted, such use to be in common with Lessor and all tenants of Lessor from time to time, its and their employees, agents, customers and invitees, except when they are being repaired, altered or reconstructed. Lessee shall not at any time interfere with the rights of Lessor and other tenants, its and their employees, agents, customers and invitees to use any part of the parking areas or other common areas. Lessee, its employees and agents shall not park in such a manner so as to block or inhibit the access of customers and invitees to Lessee's business or the businesses of any tenants of Lessor. Lessee, its employees and agents shall park in an area designated by the Lessor and shall use that area exclusively for their parking purposes.

3. Operation and Maintenance. Lessor agrees to manage, operate, repair and maintain during the term of this lease all parking areas, roads, sidewalks, landscaping, draining and lighting facilities within the shopping center. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of the Lessor, who shall have the right to adopt and promulgate reasonable rules and regulations from time to time with respect to the leased premises, parking areas and other common areas. Lessee agrees to pay his share of the expense required in connection with the operation, maintenance and repair of such parking areas, roads, sidewalks, landscaped areas and including, but not limited to, lighting repair, which share shall be in the proportion that the floor space of the leased premises herein bears to the total of all Lessor's occupied floor space in Casa Blanca Plaza, as determined by Lessor. Lessor shall submit to Lessee at least every twelve months a statement of Lessee's proportionate part of such expenses to be contributed by him, and Lessee shall pay its proportionate part on demand upon receipt of a statement for the proportionate part.

## **XI. UTILITY SERVICES**

Lessor will cause to be made available to Lessee upon the leased premises facilities for the delivery to and distribution within such premises of water, gas, electricity and telephone service, and will provide facilities to connect said premises to sewers. Lessee agrees to use all such facilities in its occupancy of the leased premises. Lessee agrees, at its own expense, to pay

for all water, gas, electricity, telephone service and all other similar utilities used by Lessee on the leased premises from the date upon which Lessee occupies the premises and utilizes such services for its own purposes.

## **XII. REPAIRS**

1. Lessor's Repairs. Lessor covenants to keep or cause to be kept the foundations and roof of the leased premises and the structural soundness of the floors and walls thereof in good order, repair and condition, exclusive of any work required because of damage caused by any act, omission, or negligence of Lessee, any concessionaire, or its respective employees, agents, invitees, licensees or contractors

2. Lessee's Repairs. Except as provided in subsection one (1) of this Section, Lessor shall not be obligated to make repairs of any kind to the leased premises, or to any equipment, facilities or fixtures therein contained, including but not limited to, lighting, air conditioning, heating and water-heating equipment, facilities and fixtures, which shall at all times be kept in good order, condition and repair by Lessee, and in a clean, sanitary and safe condition, and in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction. Lessee shall permit no waste, damage, or injury to the leased premises If Lessee refuses or neglects to commence repairs within ten (10) days after written demand from Lessor, or adequately to complete such repairs without liability to Lessor for any loss or damage that may occur to Lessee's stock or business by reason thereof, and if Lessor makes such repairs, Lessee shall pay to Lessor on demand the cost thereof, with interest at ten percent (10%) per annum from the date of payment by Lessor until paid by Lessee.

**LESSEE IS REQUIRED TO SERVICE ALL HVAC EQUIPMENT AND FILTERS ON A REGULAR BASIS AND PROVIDE LESSOR WITH PROOF (SERVICE INVOICES)**

3. Plate Glass. Lessee shall forthwith and at its own expense replace with glass of the same quality any cracked or broken glass, including plate glass used in structural portions and any exterior or interior windows or doors in the premises

## **XIII ALTERATIONS**

Lessee may, at its expense, make such alterations and improvements to the leased premises and install interior partitions as it may require, provided that the written approval of the Lessor be first obtained and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the leased premises,

provided that at the expiration of this lease or any extension thereof, Lessee, at his expense, restores the then leased premises to their original condition and repairs any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Lessee, if requested to do so by Lessor. All of such changes, additions or alterations shall be made solely at the expense of the Lessee, and the Lessee agrees to protect, indemnify and save harmless the Lessor on account from any injury to third persons or property by reason of such changes, additions, or alterations, and to protect, indemnify and save harmless Lessor from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

#### **XIV. LESSOR'S INDEMNITY AND NON-LIABILITY**

1. Lessee agrees to indemnify and save Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, to any persons or property arising from the conduct or management of the business conducted by Lessee in the leased premises, from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this lease, or from any act, omission or negligence of Lessee, its agents, contractors, subcontractors, servants, employees, subleases, concessionaires, licensees or invitees in or about the leased premises or any other part of Casa Blanca Plaza, including but not limited to, the sidewalks adjoining the leased premises, the loading areas allocated to the use of Lessees and the common area. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee covenants to defend such action or proceeding, upon notice from Lessor, by counsel reasonably satisfactory to Lessor.

2. Lessor and Lessor's agents and employees shall not be liable for and Lessee waives all claims for, damage to persons or property sustained by Lessee or any person claiming through Lessee, resulting from any accident or occurrence in or upon the leased premises or building of which they shall be a part, or any other part of the Casa Blanca Plaza, including, but not limited to, claims for damage resulting from (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind or flood; (c) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings, ramps or walks; (d) broken glass; (e) the backing up of any sewer pipe or drain or any other pipe or tank in, upon or about such building or leased premises; (f) the escape of steam or hot water (it being agreed that all of the foregoing are under control of Lessee); (g) water being or coming through the roof, skylight, trapdoor, stairs, walks, ramps or any other place upon or near such building or the leased premises or otherwise; (h) the falling of any fixture, plaster or stucco; and (i) any

act, omission or negligence of owners or of adjacent or contiguous property or of Lessor, its agents or employees.

3. Lessee shall not install any electrical equipment that overloads the wiring, panels, etc., in the leased premises but instead, Lessee agrees, at its own expense, to pay for whatever changes are necessary to relieve any overload condition and to comply with the requirements of Insurance Underwriters or the governmental authorities having jurisdiction.

#### **XV. LIABILITY, CASUALTY AND PLATE GLASS INSURANCE**

1. Lessor agrees to maintain liability and casualty insurance with responsible companies on Casa Blanca Plaza. Lessee agrees to pay to Lessor on demand Lessee's share of the total premiums for such liability and casualty insurance purchased by Lessor, in the proportion that the floor space of the leased premises herein bears to the total floor space of all of Lessor's rentable floor space in Casa Blanca Plaza, as determined by Lessor.

2. Lessee shall be responsible for maintaining its own liability and casualty insurance insuring Lessee against claims, demands or actions for injury to persons or property arising from, related to or connected with the conduct and operation of Lessee's business in the leased premises.

3. Lessee agrees to maintain plate glass insurance with responsible companies approved by Lessor covering all exterior plate glass in the leased premises. Such insurance shall be in a form satisfactory to Lessor and shall provide that it will not be subject to cancellation, termination or change, except after at least ten (10) days prior written notice to Lessor. The policy or policies, or duly executed certificate or certificates for them, together with the satisfactory evidence of the payment of the premium thereon, shall be deposited with Lessor on the day Lessee takes possession of the leased premises, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep it in effect, and Lessee shall pay Lessor the premium cost thereof upon demand. \*\*\*SEE PAGE 19

4. Lessee shall not carry any stock goods or do anything in or about the premises or indulge or knowingly permit anyone else on the leased premises to indulge in any practice which would tend to increase the amount of insurance premiums covering the improvements on the leased premises, and in the event of a violation of this provision, Lessee will promptly reimburse Lessor in full for any increase in insurance premiums caused by the violation of the terms of this subsection.

## **XVI. DAMAGE BY FIRE, EXPLOSION OR OTHER CASUALTY**

1. If during the term of this lease the improvements on the leased premises shall be damaged by fire, explosion, windstorm or other casualty, Lessee shall give Lessor prompt notice in writing of such damage. If such occurrence is fully covered by insurance and it is reasonably apparent to Lessor that such damage can be repaired with reasonable diligence and at a reasonable expense, Lessor shall proceed promptly to repair such damage so as to restore the improvements on the leased premises to their condition prior to such damage to the extent reasonable. During the period of such repairs, the guaranteed minimum rental shall be reduced by the percentage to which the premises are damaged.

2. Lessor may elect to terminate this lease as of the date of the damage by notifying Lessee in writing within thirty (30) days of the date of the notice of damage as provided above. In the absence of such written notice by Lessor to terminate this lease, it will be presumed that Lessor has elected to make the required repairs

## **XVII ASSIGNMENT AND SUBLETTING**

1. This lease shall not be assigned, nor shall the demised premises be underlet in whole or in part without the written consent of Lessor having been first given, and if such consent be given, the Lessee shall nevertheless remain primarily liable to perform all covenants and conditions herein and to guarantee the performance hereof by any assignee or subtenant. In the event the undersigned Lessee is a corporation, partnership or other legal non-personal entity, this clause shall become effective if: (a) the majority shareholder or shareholders as to a corporation shall change during the term of this lease, or (b) if the majority ownership of the entity which comprises the Lessee shall change during the term of this lease. In the event of a change as set forth in (a) or (b) herein, Lessor may require, and Lessee shall pay \$ 10,000.00 as and for an assignment fee. This requirement if exercised by the Lessor shall be a condition precedent to the written consent set forth herein.

2. In the event that an assignment, subletting or transferring of this lease is allowed pursuant to the terms and conditions of this section, assignee agrees to assume the full faith and performance of all the terms, covenants and conditions contained in this lease and said assignee shall deliver to the Lessor herein a written assumption agreement assuming such performance as aforesaid. It is agreed that no further assignment, subletting or transfer shall be made by the Lessee without the express consent in writing by the Lessor even though the Lessor may have previously given consent to an assignment, subletting or transfer of the lease herein.



3. The Lessor reserves the right to assign this lease to anyone, at anytime, without giving notice to the Lessee.

### **XVIII ACCESS TO PREMISES**

Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting them or of making repairs, additions or alterations thereto or to the building in which the premises are located, or for the purpose of exhibiting the premises to prospective tenants, purchaser or others. Lessor shall not be liable to Lessee in any manner for any expense, loss or damage by reason thereof, nor shall the exercise of such right be deemed an eviction or disturbance of Lessee's use or possession.

### **XIX. DEFAULTS OF LEASE**

1. Each of the following events is deemed to be a default hereunder:

a. Lessee's interest, or any part of his interest, in this lease is assigned or transferred in full or in part, voluntarily or by operation of law, except with Lessor's prior written consent.

b. A finding or judgment of insolvency of Lessee is made; or a voluntary or involuntary petition in bankruptcy is filed; or a writ of execution on the business of Lessee or on the assets of Lessee located on the leased premises is levied, which is not discharged within five (5) days after the date of said levying; or a petition for reorganization, or for an arrangement, is filed by or against Lessee (or any other member of Lessee if Lessee is a partnership or joint venture; or receiver is appointed for the business or the assets of Lessee); or Lessee makes a general assignment, or any assignment for the benefit of his creditors

c. Lessee abandons or vacates the leased premises.

d. Lessee fails, (a) in the payment of any sum due under this lease, when such failure continues for ten (10) days after notice thereof by Lessor or (b) in keeping of any other term, covenant or condition of this lease, when such failure continues for fifteen (15) days after notice thereof by Lessor.

e. Within any one calendar year, Lessee shall have been in default in the payment of any sum due under this lease more than two times, and, as a result thereof, Lessor shall have served Lessee within said calendar year two or more notices to quit or pay rent (which default shall be deemed a non-curable default).

2. In the event of Lessee's default as defined above, in addition to all the other rights and remedies which Lessor may have in equity or in law, Lessor shall have the following remedies:

a. Lessor may declare all the installments of rent to the end of this lease to be payable at once.

b. Lessor may enforce the performance of any defaulting covenant.

c. Lessor may declare this lease forfeited at Lessor's discretion. In the event of forfeiture, Lessor, its agents or attorneys, shall have the right, without further notice or demand, to reenter the leased premises and remove all persons therefrom without being guilty of any manner of trespass without prejudice to any other remedies which the Lessor may have.

d. Lessor or Lessor's agent or attorneys, may, without in any way being obligated to do so, resume possession of the premises and relet them for the remainder of the term for such rent, and upon such conditions as Lessor may think best, making such reasonable changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes or repairs, and Lessee shall be liable for the balance of the rent herein reserved until the expiration of the lease.

e. In the case of reentry by Lessor, either for the purpose of terminating this lease or for the purpose of reletting the premises for the account of Lessee, Lessor, its agents or attorneys, may take possession of any furniture or any other property in or upon the premises (Lessee hereby waiving the benefit of all exemption by law), sell such at public or private sale without notice, and apply the proceeds of such sale upon the rent due and to become due under this lease.

f. Lessor shall have, and Lessee acknowledges that the Lessor has a landlord's lien upon all the goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property which are or may be put on the leased premises.

g. Lessor, in addition to the landlord's lien mentioned above, shall have a contract lien as security for the rent on all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the leased premises.

h. Lessee shall be liable to Lessor for the expenses incurred in pursuing any of the above remedies, or any other remedies permitted by law, against Lessee for Lessee's default, including reasonable attorney's fees.

i. In the case of any defaults involving the payment of money, Lessee shall be liable to Lessor for interest in the amount of ten percent (10%) per annum on such amounts due and owing from the time such payments were due to the time payment is received by Lessor, whether or not Lessor elects to terminate this lease.

j. In the event of a termination of this lease, Lessor shall have all the rights and remedies of a landlord provided by law. The amount of damages which Lessor may recover includes: (a) the worth at the time of the award of the unpaid rent or other charges which have been earned at the time of termination; (b) the worth at the time of the award of the amount by which the unpaid rent and other charges which would have been earned after the termination until the time of award exceeds the amount of loss of such rental and other charges that Lessee proves could have been reasonably avoided; (c) the worth at the time of the award of the amount by which the unpaid rent and other charges for the balance of the term after the time of the award exceeds the amount of the loss of such rental and other charges for such period that Lessee proves could be reasonably avoided; (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this lease, or which in the ordinary course of things would be likely to result there from. The "worth at the time of the award" as utilized in subparagraphs (a) and (b) hereinabove shall be computed by allowing interest at the rate of ten percent (10%) per annum.

3. Lessor shall have the right to cause a receiver to be appointed in any action against Lessee to take possession of the leased premises and/or to collect the rents or profits derived there from. Said receiver may, if it is necessary or convenient in order to collect such rents or profits, take possession of any property belonging to Lessee and used in the conduct of such business and may use the same in conducting such business on the leased premises without compensation to Lessee for such use. The appointment of such receiver shall not constitute an election on the part of Lessor to terminate this lease unless a written notice of such intention is given to Lessee.

4. Waiver of Default. Waiver by Lessor of any default contained in this lease shall not be construed as a waiver of any subsequent default.

5. Security Deposit. Lessee has deposited with Lessor \$ 8000.00 (hereinafter referred to as the "Security Deposit") as security for the punctual performance by the Lessee of each and every obligation of it under this lease. In the event of any default by Lessee, Lessor may apply or retain all or any part of the Security Deposit to cure the default or to reimburse Lessor for any sum that Lessor may expend by reason of such default, including reasonable attorney's fees. In the case of every such application or retention, Lessee shall, on demand,

pay to Lessor an amount equal to the sum so applied or retained, which shall be added to and become a part of the Security Deposit so that the same shall be restored to its original amount. If at the end of the lease term Lessee shall not be in default under this lease, but not otherwise, the Security Deposit, or any balance therefore, shall be returned to Lessee without interest.

## **XX. SURRENDER OF PREMISES**

1. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Lessee shall surrender the premises in as good condition and repair as when the same were entered upon, reasonable wear and tear, and loss by fire, explosion, windstorm or other casualty excepted.

2. In the event Lessee remains in possession of the leased premises after the expiration of the tenancy created hereunder without the execution of a new lease, Lessee shall be deemed to be occupying the premises as a tenant from month to month and at twice the rental rate and subject to all the other conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

## **XXI. NOTICES**

All notices to Lessee shall be in writing, addressed to Lessee, and delivered in person or mailed by registered mail, return receipt requested, to Lessee at 6090 N Oracle Road Tucson Arizona 85704, or other such address as may be designated by written notice by Lessee. Notices to Lessor shall be in writing and shall be mailed to 280 W Rudasill Road Tucson, Arizona 85704, or such other different address as shall be otherwise specified in writing by Lessor.

## **XXII RESTRICTIONS ON CASA BLANCA PLAZA**

Lessee agrees not to operate or have any financial interest in any other business offering the same or similar goods, wares, merchandise and services, within two miles of the Casa Blanca Plaza during the term of this lease.

## **XXIII BROKERAGE**

Lessee warrants it has had no dealings with any broker or agent in connection with this lease, other than Lessor's broker, and covenants to pay, hold harmless and indemnify Lessor from and against any and all cost, expense, including reasonable attorney's fees or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this lease or its negotiation.

## XXIV COMPLETE AGREEMENT

This lease contains all terms, covenants, conditions, warranties, and agreements of Lessor and Lessee relating in any manner to the rental, use, and occupancy of the leased premises. No prior agreement or understanding pertaining to this lease shall be of any force or effect.

1. It is understood and agreed that time is of the essence for all the terms and conditions within this lease.

2. In the event any provision in this lease is held invalid by any court of competent jurisdiction, the remaining provisions in this lease shall be deemed severable and shall remain in full force and effect.


3. In the event that litigation is necessary to interpret or enforce any of the clauses, terms or conditions of this lease, it is agreed by the parties hereto that the Superior Court in the City of Tucson, County of Pima, shall have personal jurisdiction over the parties hereto and their assigns and heirs for the purposes of resolving said dispute and that the prevailing party shall be entitled to an award of its court costs and reasonable attorneys' fees.

## XXV. AMENDMENTS

This lease cannot be amended, altered, or modified in any way except in writing and signed by Lessor and Lessee.

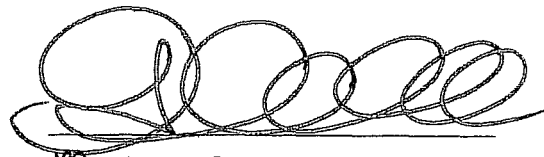
IN WITNESS WHEREOF, Lessor and Lessee have executed this lease as of the date stated in the opening paragraph of this lease.

LESSOR:




Nicholas G. Genematas, Owner  
Casa Blanca Plaza, LLC

LESSEE:



Manager  
Mr. Greg Wexler  
Putney's Pit Stop LLC



Mr. Michael Jacobson (Guarantor)  
Putney's Pit Stop

**CASA BLANCA PLAZA**

**EXHIBIT 1**

**SITE PLAN**

**CASA BLANCA PLAZA**

**EXHIBIT 2**

**LANDLORD'S WORK**

FLOORS IN RESTAURANT, BAR AND BATHROOMS

DEMOLITION TO CLEAN OUT KITCHENS

REPAIR DRAIN LINES IN KITCHEN

LANDLORD WILL RECONSTRUCT BATHROOMS INCLUDING ALL FIXTURES INCLUDING TILE & PAINT ONLY

WILL REPAINT WHOLE BUILDING AND GET READY FOR MURALS

LANDLORD WILL REPAIR AND PAINT CEILING IN RESTAURANT

WILL CLEAN OUT PATIO AND REPAIR FLOOR, ASPHALT OR WHATEVER IS NEEDED

WILL CLEAN OUT ENTIRE RESTAURANT AND LEAVE IT READY TO FINISH AND DECORATE

WILL REMOVE WALL IN FRONT OF KITCHEN AND WE WILL FINISH IT

LANDLORD TO REMOVE THE BLINDS ON WINDOWS WHERE NO SUN HITS THEM

WILL REPLACE LIGHTING UNDER EAVES WITH NEW FIXTURES

EXTERIOR LIGHTING ON SIGNS TENANT RESPONSIBILITY

TENANT WILL SELL ALL EQUIPMENT WE DO NOT WANT AND LANDLORD GETS THE MONEY

ANY EQUIPMENT WE WANT WE CAN HAVE AT NO CHARGE

LANDLORD WILL PUT IN LIGHTING FOR FRONT ENTRANCE, GREG WILL ASSIST WITH A COUNTY PERMIT

REPAIRS, PARKING AND ACCESS ON NORTH SIDE OF BUILDING

**CASA BLANCA PLAZA**

**EXHIBIT 3**

**SUPPLEMENTAL AGREEMENT-COMMENCEMENT OF LEASE**

**COMMENCEMENT OF LEASE:**

**October 1, 2016**

**EXPIRATION OF LEASE:**

**September 30, 2026 with one (1) ten year option (see rider)**



**CASA BLANCA PLAZA**

**EXHIBIT 4**

**RIDERS**

This rider to lease made and entered into on this April 5<sup>th</sup> 2016, between Casa Blanca Plaza, L.L.C, hereinafter referred to "Lessor", and, Putney's Pit Stop, hereinafter referred to "Lessee".

**WITNESSETH:**

WHEREAS, the parties hereto have entered into that certain Lease dated, April 5<sup>th</sup> 2016, for those certain premises located at Casa Blanca Plaza, City of Tucson, County of Pima, State of Arizona and consisting of approximately 5000 square feet and;

WHEREAS, the parties hereto now desire to amend, modify or change certain portions of said Lease.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties do hereby agree as follows, to wit:

1. Reference to Section IV Rent. The Fixed Minimum Rent during the term of this Lease shall be as follows:

RENT FIGURE

First Year:

Base rent of \$7000.00 a month (\$84000.00 a year) plus Tenant Prorations and Rental Tax

Second Year:

Base rent of \$8000.00 a month (\$96000.00 a year) plus Tenant Prorations and Rental Tax

Year Three:

An increase of 5% on the base rent, \$8400.00 plus Tenant Prorations and Rental Tax.

Years Four through Ten:

A yearly increase of 2% on the base rent, plus Tenant Prorations and Rental Tax. Base Rent amounts are as follows:

Year 4: \$8568.00	Year 8: \$9274.28
Year 5: \$8739.36	Year 9: \$9459.77
Year 6: \$8914.15	Year 10: \$9648.97
Year 7: \$9092.43	

### OPTION

Lessee is granted to extend the term of this lease for 10 Year provided:

1. Lessee is not in default at the time of exercise of the respective Options, and
2. Lessee gives written notice of its exercise of the respective Option at least (90) days prior to the expiration of the original lease and/or the Option period. If Lessor has not received written notice of Lessee's intention to exercise the Option, the Lessor can exercise the Option or with written notice to the Lessee terminate this lease. The extension terms shall be upon the same terms and conditions except the base monthly rental rate shall be subject to an upward adjustment of (2%) yearly.

Option Base Rent Amounts:

Year 1: \$9,841.95	Year 6: \$10,866.32
Year 2: \$10,038.79	Year 7: \$11,083.65
Year 3: \$10,239.57	Year 8: \$11,305.32
Year 4: \$10,444.36	Year 9: \$11,531.43
Year 5: \$10,653.25	Year 10: \$11,762.06

LESSOR:

A handwritten signature in black ink, appearing to read 'Nicholas G. Genematas', is written over a horizontal line.

Nicholas G. Genematas, Owner  
Casa Blanca Plaza, LLC

LESSEE:

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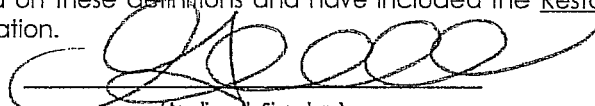
Mr. Greg Wexler  
Putney's Pit Stop

---

Mr. Michael Jacobson (Guarantor)  
Putney's Pit Stop

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 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 provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this  Restaurant  Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

  
 (Applicant's Signature)

- 5. 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.

  
 (Applicant's Initials)

# AMENDMENT

**SECTION 16 Diagram of Premises**

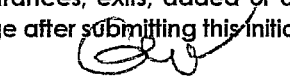
Check ALL boxes that apply to your business:

- Entrances/Exits       Liquor storage areas      **Patio:**       Contiguous
- Walk-up windows       Drive-through windows       Non Contiguous

- 1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
 If yes, what is your estimated completion date? 08/20/2016

Month/Day/Year

- 2. **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. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. 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.
- 5. **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 the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

  
 (Applicant's Initials)

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 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.
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\_\_\_\_\_  
(Applicant's Signature)

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\_\_\_\_\_  
(Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

- Entrances/Exits       Liquor storage areas      **Patio:**       Contiguous
- Walk-up windows       Drive-through windows       Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
If yes, what is your estimated completion date? 08/20/2016

\_\_\_\_\_  
Month/Day/Year

- 2. **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. Place for diagram is on section 16 number 6.
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- 5. **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 the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

\_\_\_\_\_  
(Applicant's Initials)

**SECTION 16 Diagram of Premises – continued**

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. 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 the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**

DIAGRAM  
ATTACHED



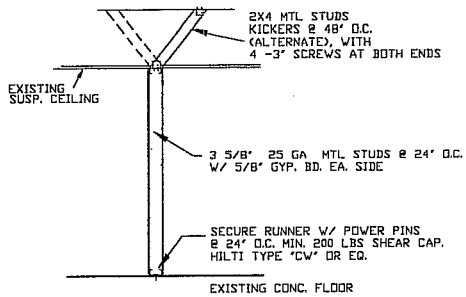


**EQUIPMENT LIST**

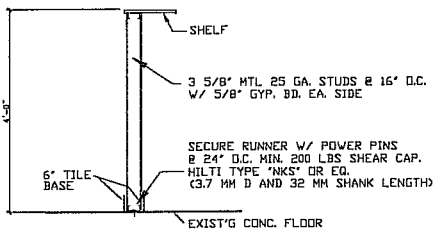
EQUIPMENT CATEGORY
APARTMENT SINK
LESS STEEL WALL SHELF
SHELVING
NUMBER
SINK
COMPARTMENT SINK
SHELF
TABLE
IN COMBO BDX
EVAPORATOR
ER EVAPORATOR
ENDING UNITS
SHELVING
NUMBER
LE OVERSHELF
SINK
SINK
WASHER
LE OVERSHELF
WALL
FINER
HT FREEZER
RIDDLE
HT REFRIGERATOR
NUMBER
CHARBROILER
TABLE
SHELF
FOOD TABLE
WHICH / SALAD PREP REFER.
RANGE
SEWELTER
R TABLE
POT
TABLE
POT RANGE
ST HOOD
ST FAN
PLENUM
FAN
SUPPRESSION SYSTEM
ACHINE W/ BIN
NUMBER
SYSTEMS
SHELF W/ HEAT LAMPS
COUNTER
EE BREWER
MADE/COKE DISPENSING
NUMBER
SINK
SINK
E DISPLAY 24"
E COOLER 65"
IN WITH COCKTAIL STATION
E COOLER 50"
RACK W/ DRAINBOARD
WASHER
NUMBER
TABLE
DISPENSING
SHELF
NUMBER
TABLE
E DISPLAY 12"
BAR DIRECT DRAW KEE COOLER
HT REACH IN MERCHANTIBER
CE BIN AND COCKTAIL STATION
E DISPLAY

**PLAN NOTES:**

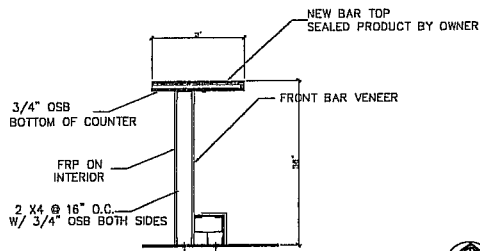
ALL EXITS TO BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE.  
 MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED. EXISTING MAIN EXITS IDENTIFIED ON PLAN TO OUTSIDE TO HAVE A SIGN READING "THIS DOOR MUST REMAIN UNLOCKED AT ALL TIMES BUILDING IS OCCUPIED". (WITH 1' HIGH LETTERS).  
 PROVIDE EXIT SIGNS AT DOORS.



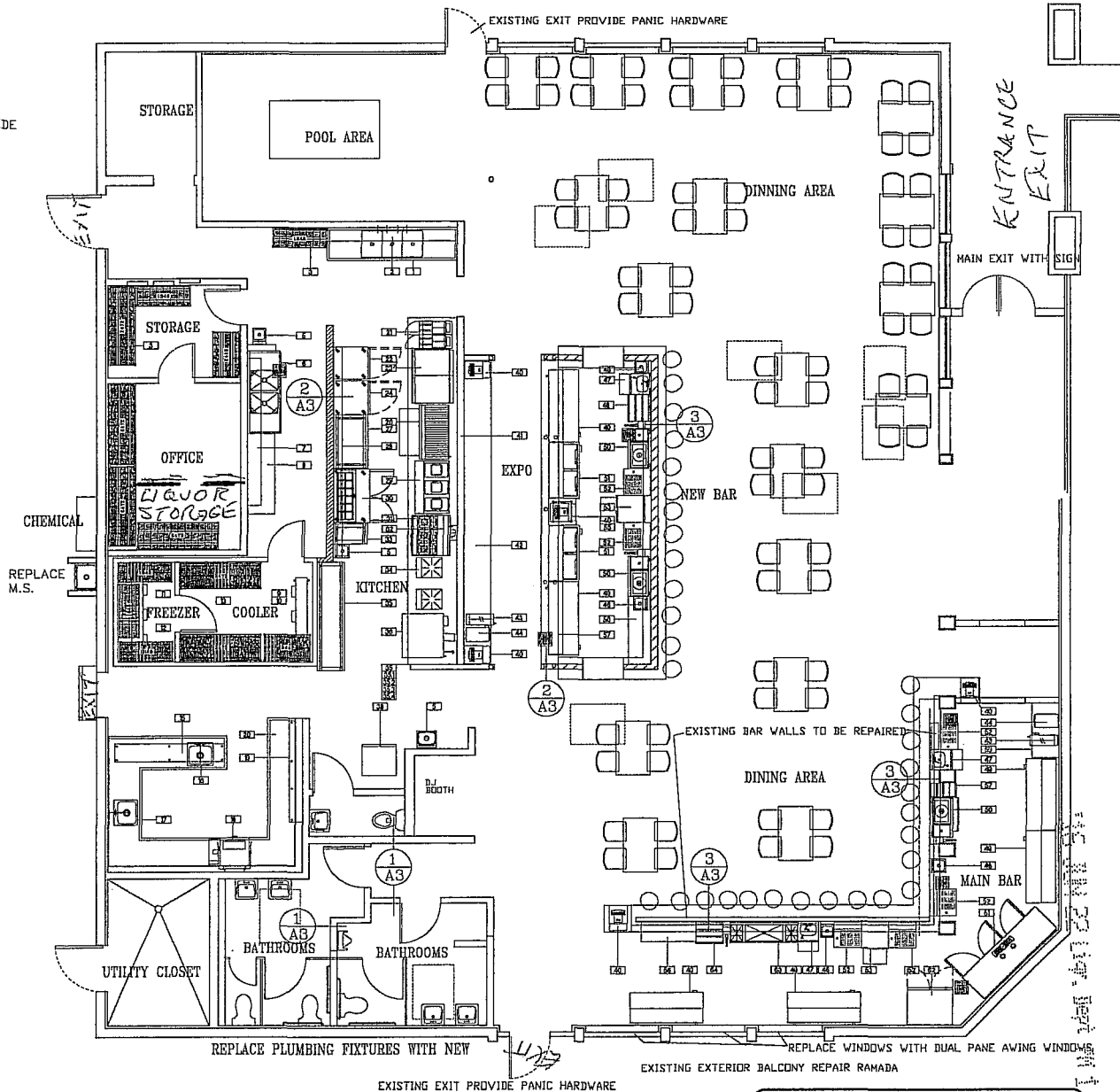
**1 INTERIOR PARTITION REPAIR DAMAGED WALLS**



**2 PONY WALL**



**3 BAR DETAIL**



**FLOOR PLAN**

SCALE 1/4" = 1'-0"

ADA CLEAR FLOOR SPACE =



*James V. Catlow*

**VVC DESIGN**  
 ARCHITECT  
 1820 W. CASSINI LN  
 TUCSON AZ. 85704 (520)575-7040

**PITNEY'S PITSTOP RESTAURANT**  
 6090 N. ORACLE RD.  
 DRAWN BY: VZ DATE: 03/31/16  
 REVIEWED BY: SHEET 3



**SECTION 17 SIGNATURE BLOCK**

**NOTARY**

I, (Print Full Name) GREGORY LEE WEXLER, hereby declare that I am the Owner/Agent filing this application as stated in Section 4# 1. I have read this application and verify all statements to be true, correct and complete.

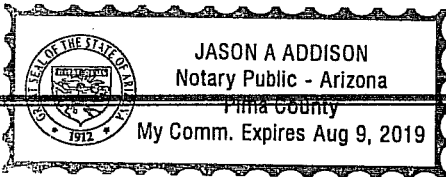
X [Signature]  
(Signature of CURRENT Individual Owner/Agent)

State of AZ County of Pima  
The foregoing Instrument was acknowledged before me this

My commission expires on: 08-09-2019  
Date

3<sup>rd</sup> of May, 2016  
Day Month Year

[Signature]  
Signature of NOTARY PUBLIC



**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.