

# 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

September 19, 2016

Kevin Arnold Kramber  
Bird Southern Table  
536 E. Wagon Bluff Drive  
Tucson, AZ 85704

RE: Arizona Liquor License No.: 12104455  
d.b.a. Bird Southern Table

Dear Mr. Kramber:

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 August 23, 2016. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, October 18, 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

For your information, enclosed is a copy of the Sheriff's Report. Any questions pertaining to the enclosed report should be directed to the Pima County Sheriff's Department at (520) 351-6999. If you have any questions pertaining to the above referenced hearing, please contact this office at (520) 724-8449.

Sincerely,

A handwritten signature in cursive script that reads "Robin Brigode".

Robin Brigode  
Clerk of the Board

Enclosure

c: Pima County Sheriff Investigative Support Unit

9/15



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: 8/25/16

Date of Posting Removal: 9-16-16

Applicant's Name: Bird Southern Table  
Kramber Kevin Arnold  
Last First Middle

Business Address: 7109 N. Oracle Road Tucson 85704  
Street City Zip

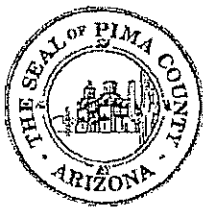
License #: 12104455

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 Tenorio Process Server 520-304-8603  
Print Name of City/County Official Title Phone Number

[Signature] 9-16-16  
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: August 24, 2016  
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Kevin Arnold Kramber  
d.b.a. Bird Southern Table  
7109 N. Oracle Road  
Tucson, AZ 85704

Arizona Liquor License No. 12104455  
Series 12, Restaurant  
New License  X   
Person Transfer       
Location Transfer     

ZONING REPORT

DATE: 9/2/16

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)



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

16-17-9260

16 AUG 10 10p. Lic. M 2:35

**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)  
 (Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
 (Complete Sections 2, 3, 4, 9, 13, 14, 16)  
 (Fee not required)
- 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: 12 - RESTAURANT LICENSE # 12104455

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: KRAMBER KEVIN LEON  
Last First Middle
2. Owner Name: FUKUSHI 2, LLC  
(Ownership name for type of ownership checked on section 2)
3. Business Name: BIRD SOUTHERN TABLE 91024364  
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 7109 N. ORALLE RD. TULSON AZ 85704 Pima  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 536 E. WAGON BLUFF DR. TULSON AZ 85704  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: PENDING Daytime Contact Phone: (520) 235-5684
7. Email Address: KEVIN@AZBARMAN.COM
8. Is the Business located within the incorporated limits of the above city or town?  Yes  No
9. 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  
 If yes, what City, Town or Tribal Reservation is this Business located in: Pima County
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ N/A

Fees: <u>100</u>	<b>Department Use Only</b>		<u>22</u>	\$ <u>172-</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>MIS</u>	Date: <u>08/10/2016</u>	License # <u>12104455</u>		

**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: \_\_\_\_\_

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.: FUKUSHU 2, LLC  
 2. Date Incorporated/Organized: 05/26/2016 State where Incorporated/Organized: ARIZONA  
 3. AZ Corporation or AZ L.L.C File No: L-20956177 Date authorized to do Business in AZ: 05/31/2016  
 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
BRAND	RESTAURANT	CONCEPTS,	MAN/MEM.	202 E. 12TH ST. #216	TULSON,	AZ	85701
		LLC					

(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
BRAND	RESTAURANT	CONCEPTS,	100%	202 E. 12TH ST. #216	TULSON,	AZ	85701
		LLC					
* NO ONE ELSE OWNS 10% OR MORE *							
NO ADDITIONAL MEMBERS OR MANAGERS ARE ASSOCIATED WITH THE LLC							

(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 8 Club Applicants**

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

1. Name of Club: \_\_\_\_\_
2. Is Club non-profit?  Yes  No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appear on the license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

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.

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

1. Government Entity: \_\_\_\_\_
2. Person/Designee: \_\_\_\_\_  
First Last Middle Day time Contact Phone #

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

**SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)**

1. Current Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Exactly as it appears on license)
2. New Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_
1. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

FUKUSHI 2, LLC

BANDY RESTAURANT  
CONCEPTS, LLC  
(man/mem - 70%)  
81054428

NO ONE ELSE OWNS  
10% OR MORE

BANDY  
KATZ  
(man/mem -  
32%)

JOFRANCY  
HOSPITALITY  
GROUP, LLC  
(man - 0%)

ADDRESS  
JOFREY  
(man -  
32%)

PAULO  
IM  
(man -  
2%)

WATT  
WANTUZZE  
(man -  
2%)

ASPE  
HOSPITALITY,  
LLC  
(man - 32%)

JOFRANCY

(man/mem - 100%)

GUSTAVO  
MAZON ESCARATE  
(man - 100%)



**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 18
- 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: \_\_\_\_\_ Name of School: \_\_\_\_\_  
(if less than one (1) mile note footage) Address: \_\_\_\_\_

2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
(if less than one (1) mile note footage) Address: \_\_\_\_\_

**SECTION 14 Business Financials**

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

2. If the premise is leased give lessors: Name: GAZ CASAS ADOBEZ, LLC  
C/O FIRST WASHINGTON REALTY, INC.  
4350 EAST - WEST HIGHWAY # 400  
 Address: BETHESDA, MD 20814  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 11,696.88

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

5. What is the penalty if the lease is not fulfilled? \$ 14,019.42 or Other: SEE ATTACHED LEASE = RESULT  
(SEE DEPOSIT) (Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 200,000.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
GAZ	CASAS	ADOBEZ	200,000.00	4350 EAST - WEST HIGHWAY # 400	BETHESDA	MD	20814

(Attach additional sheet if necessary)

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

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 #: N/A Individual Owner /Agent Name: N/A

(Exactly as it appears on license)

**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

17.3 Notwithstanding anything to the contrary contained herein, if there is damage to or a destruction of the Property or the building in which the Premises is located that exceeds twenty-five percent (25%) of the replacement value of the Property or such building, then, whether or not the Premises are damaged or destroyed, Landlord shall have the right to terminate this Lease by written notice to Tenant within forty-five (45) days after the occurrence of such damage or destruction.

17.4 If at any time after the date hereof, Landlord, in its sole discretion, shall elect to demolish or replace all or any portion of the Property, Landlord shall have the right to terminate this Lease by sending written notice of such termination to Tenant. Such notice shall specify a termination date not less than ninety (90) days after the date of such notice.

#### ARTICLE XVIII

##### CONDEMNATION

18.1 If the whole or a substantial part (as hereinafter defined) of the Premises, or the use or occupancy of the Premises, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises, or if the use or occupancy of less than a substantial part of the Premises, is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall continue in full force and effect as to the portion of the Premises not so taken or condemned, except that as of the date title vests in the governmental or quasi-governmental authority Tenant shall not be required to pay Minimum Rent, Percentage Rent (if applicable) and additional rent with respect to the portion of the Premises taken or condemned. For purposes of this Section, a substantial part of the Premises shall be considered to have been taken if more than one-third (1/3) of the rentable area of the Premises is rendered unusable as a result of such condemnation.

18.2 All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired Lease Term, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses and the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and which Tenant is entitled pursuant to Section 11.3 to remove at the expiration or earlier termination of the Lease Term, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

18.3 Notwithstanding anything to the contrary contained herein, if twenty-five percent (25%) or more of the Property or the building in which the Premises is located is taken, condemned, or sold under threat of such a taking, then, whether or not any portion of the Premises is condemned, Landlord shall have the right, in Landlord's sole discretion, to terminate this Lease as of the date title vests in the governmental or quasi-governmental authority.

#### ARTICLE XIX

##### DEFAULT

19.1 An Event of Default is: (a) Tenant's failure to make when due any payment of Minimum Rent, Percentage Rent (if applicable) or additional rent or other sum, which failure continues for a period of five (5) days; (b) Tenant's failure to perform or observe any other covenant or condition, which failure continues for a period of ten (10) days after written notice thereof to Tenant; (c) Tenant's abandonment of, vacation from or failure to continuously occupy the Premises or diligently operate its business at the Premises; (d) an Event of Bankruptcy as specified in Article XX; (e) a dissolution or liquidation of Tenant; or (f) an event of default under any Related Lease (as defined in Section 19.10).

19.2 If there shall be an Event of Default, including without limitation an Event of Default prior to the Lease Commencement Date, then the provisions of this Section shall apply, and Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Article shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under applicable laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord does not elect to terminate this Lease, Landlord also shall have the right, at its sole option, at any time following an Event of Default, to terminate all renewal and expansion options granted to Tenant pursuant to this Lease. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything in this Lease to be done and performed by Landlord shall cease without prejudice, and Tenant shall remain liable for all rent and other sums accrued through the later of termination of this Lease or Landlord's recovery of possession. Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Premises or any failure by Landlord to collect any rent due upon such reletting. Whether or not this Lease is terminated, Tenant nevertheless shall remain liable for any Minimum Rent, Percentage Rent (if applicable), additional rent or damages which may be due or sustained prior to such default, all costs, fees and expenses (including, but not limited to, attorneys' fees, brokerage fees, expenses or improvement allowance incurred in placing the Premises in first-class rentable condition, advertising expenses, and any concessions given to any successor tenant such as a rental abatement or an improvements allowance) incurred by Landlord in pursuit of its remedies hereunder and in renting the Premises to others from time to time. Tenant also shall be liable for additional damages which, at Landlord's election, shall be either: (a) an amount equal to Minimum Rent, Percentage Rent (if applicable) and additional rent which would have become due during the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord) which shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default; provided, however, if at the time of any reletting of the Premises there exists other space in the Property available for leasing, the Premises shall be deemed the last space rented.

even though the Premises may be relet prior to the date such other space is leased. Separate suits may be brought to collect any such damages for any month(s), and such separate suits shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s), or Landlord may defer any suits until after the expiration of the Lease Term, in which event Tenant hereby agrees that suits shall be deemed not to have accrued until the expiration of the Lease Term, OR (b) an amount equal to the present value (as of the date of Tenant's default) of the Minimum Rent, Percentage Rent (if applicable), additional rent and other sums which would have become due under this Lease through the end of the scheduled Lease Term, which amount shall be payable to Landlord in a lump sum on demand. For purposes of this Section, present value shall be computed by discounting at a rate equal to two (2) whole percentage points below the prime rate published in The Wall Street Journal. Tenant shall pay all expenses (including attorneys' fees) incurred by Landlord in connection with any Event of Default whether or not a suit is instituted. The provisions contained in this Section shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease. Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid rent accrued prior to any termination of this Lease.

19.3 All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity (including, without limitation, specific performance of Tenant's obligations hereunder). The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

19.4 If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, then the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the monthly installment of Minimum Rent, Percentage Rent (if applicable), additional rent or of any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

19.5 If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "Default Rate") equal to the greater of eighteen percent (18%) per annum or the rate per annum which is five (5) whole percentage points higher than the prime rate published in The Wall Street Journal, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law.

19.6 If Tenant fails to make any payment of Minimum Rent, Percentage Rent (if applicable), additional rent or any other sum on or before the date such payment is due and payable (without regard to any grace period specified in Section 19.1), then Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate after the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law. Such late charge and interest shall constitute additional rent due hereunder.

19.7 As security for the performance of Tenant's obligations, Tenant grants to Landlord a first priority, perfected security interest and lien upon and a security interest in Tenant's existing or hereafter acquired personal property, inventory, furniture, fixtures, equipment and other assets of Tenant which are located in the Premises or used in connection with the business to be conducted in the Premises, including all equipment and furnishings and all stock and partnership interests now or hereafter owned by Tenant, legally or beneficially, in any entity which manages, owns or operates the business to be conducted in or upon the Premises. Such lien shall be in addition to all rights of distraint available under applicable law. ~~Within five (5) days after request, Tenant shall execute, acknowledge and deliver to Landlord a financing statement and any other document evidencing or establishing such lien and security interest which may be requested by Landlord. During any period Tenant is in default under this Lease, Tenant shall not sell, transfer or remove from the Premises such personal property, furniture, fixtures, equipment and assets. Notwithstanding the foregoing, Landlord agrees to subordinate such lien and security interest to any lien or security interest granted by Tenant in or to any of its personal property or equipment as security for indebtedness incurred for the sole purpose of financing the purchase or leasing of any such personal property or equipment that is used in connection with the conduct of Tenant's business at the Premises. Upon request, Landlord shall execute a statement acknowledging such subordination on Landlord's standard form, provided that Tenant shall pay to Landlord, as additional rent hereunder, to cover Landlord's costs related to such subordination, the greater of (a) Two Hundred Fifty and 00/100 Dollars (\$250.00), or (b) those expenses (including attorneys' fees) actually incurred by Landlord in connection with such subordination.~~

This Lease shall constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Property is located. If required to be effective, upon the occurrence of a default by Tenant under this Lease, Landlord shall have the option, in addition to any other remedies provided at law, in equity or under this Lease to enter into the Premises with or without the permission of Tenant and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment and other personal property of Tenant situated on or in the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law. To secure the performance of Tenant's obligations under this Lease, Tenant, as "Debtor", and referred to in this Paragraph as "Debtor", hereby grants to Landlord, as Secured Party, and referred to in this Paragraph as "Secured Party", a first priority security interest in and an express contractual lien upon all of Debtor's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels, and other personal property of Debtor which is now on the Premises or which is placed on the Premises at some later date, and all proceeds from such items (such collateral to include, but not be limited to, any items on the FF&E Schedule provided pursuant to the second paragraph below). Such property shall not be removed from the Premises without the consent of Secured Party until such time as the Additional Allowance is repaid in full to Secured Party pursuant to the terms of the Promissory Note, as described in Exhibit B-1. Secured Party is authorized and Debtor hereby irrevocably and throughout the Term of this Lease appoints Secured Party as its attorney in fact to prepare and file financing statements as Debtor's attorney in fact covering the security described above; moreover, Debtor agrees to sign the same immediately upon request.

Upon default under this Lease by Debtor, any or all of Debtor's obligations to Secured Party secured hereby shall, at Secured Party's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Secured Party under this Lease and the law, including the right to a judicial or non-judicial foreclosure, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Arizona. This security agreement and the security interest hereby created shall survive the termination of this Lease. The above described security interest and lien are in addition to and cumulative of any Landlord statutory lien provided by the laws of the State of Arizona.

Tenant shall provide a list of all personal property and equipment initially utilized in the Premises ("FF&E Schedule") to Landlord on or before the Rent Commencement Date, and Tenant shall provide Landlord with an updated and revised list from time to time during the Lease Term within thirty (30) days after Landlord's request. Any such list shall be a non-exclusive representative list of details relating to specific collateral only, and Landlord's security interest in any listed collateral shall be in addition to Landlord's security interest in all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels, and other personal property of Tenant which is now on the Premises or which is placed on the Premises at some later date, and all proceeds from such items as described above. It shall be an immediate Event of Default under this Lease if Tenant should encumber, dispose of (unless same are replaced with a substantially similar item), remove from the Premises, or sell any of the items on the FF&E Schedule during the Lease Term prior to repayment of the Promissory Note.

19.8 Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided.

19.9 If more than one natural person or entity shall constitute Tenant, then the liability of each such person or entity shall be joint and several. If Tenant is a general partnership or other entity the partners or members of which are subject to personal liability, then the liability of each such partner or member shall be joint and several.

19.10 For purposes of this Article XIX, a "Related Lease" shall mean any lease agreement, whether now or hereafter existing, entered into between Landlord, or any affiliated entity, and Tenant, or an Affiliate (as defined below), for the leasing of commercial or retail space at the Property or any other property. Notwithstanding any provision to the contrary contained in this Lease or in any Related Lease, Landlord and Tenant stipulate and agree that any Event of Default hereunder shall likewise constitute an event of default by Tenant (or an Affiliate) under any Related Lease. While no Related Lease may exist as of the date hereof, Landlord and Tenant agree that it is reasonably foreseeable that in the ordinary course of their business they may hereafter enter into a Related Lease, and that Landlord would not enter into this Lease (or any Related Lease) but for the agreement set forth in the immediately preceding sentence. For purposes of this Section, an "Affiliate" shall mean any Guarantor, any member of the immediate family of Tenant (or the immediate family of any officer, director or shareholder of Tenant if Tenant is a corporation, or of any Guarantor), or any business entity in which Tenant (or any officer, director, or shareholder of Tenant, if Tenant is a corporation) or any Guarantor has any material financial interest, direct or indirect.

## ARTICLE XX

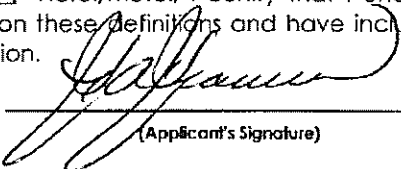
### BANKRUPTCY

20.1 An Event of Bankruptcy is: (a) Tenant, a Guarantor or any general partner (a "General Partner") of Tenant becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a Guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, a Guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a Guarantor or a General Partner under the provisions of the Bankruptcy Code or insolvency Laws; (d) filing of an involuntary petition against Tenant, a Guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days after filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's, a Guarantor's or a General Partner's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

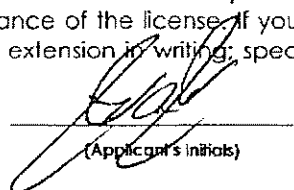
20.2 Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Article XIX, provided, however, that while a case (the "Case") in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord's right to terminate this Lease shall be subject, to the extent required by the Bankruptcy Code, to any rights of Tenant or its trustee in bankruptcy (collectively, "Trustee") to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Landlord for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Tenant as debtor in possession or Tenant's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume or assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case, then Trustee shall be deemed to have rejected this Lease. Adequate assurance of future performance shall require that the following minimum criteria be met: (1) Tenant's Gross Receipts during the thirty (30) days preceding the Case must be greater than the next monthly installment of Minimum Rent due divided by the Percentage Rent Percentage; (2) both the average and median of Tenant's Gross Receipts (calculated on a monthly basis) during the seven (7) months preceding the Case must be greater than the next monthly installment of Minimum Rent due divided by the Percentage Rent Percentage; (3) Trustee must pay its estimated pro-rata share of the cost of all services performed or provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of Minimum Rent) in advance of the performance or provision of such services; (4) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (5) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (6) Trustee must agree that the assumption or assignment of this Lease shall not violate or affect the rights of other tenants of the Property; (7) Trustee must pay at the time the next monthly installment of Minimum Rent is due, in addition to such installment, an amount equal to the monthly installments of Minimum Rent, estimated Percentage Rent (if applicable) and additional rent due for the next six (6) months thereafter, such amount to be held as a security deposit; (8) Trustee must agree to pay, at any time Landlord draws on such security deposit, the amount necessary to restore such security deposit to its original amount; and (9) all assurances of future performance specified in the Bankruptcy Code must be provided.

**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)

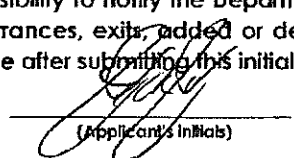
**SECTION 16 Diagram of Premises**

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? 11/15/2014  
 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.**

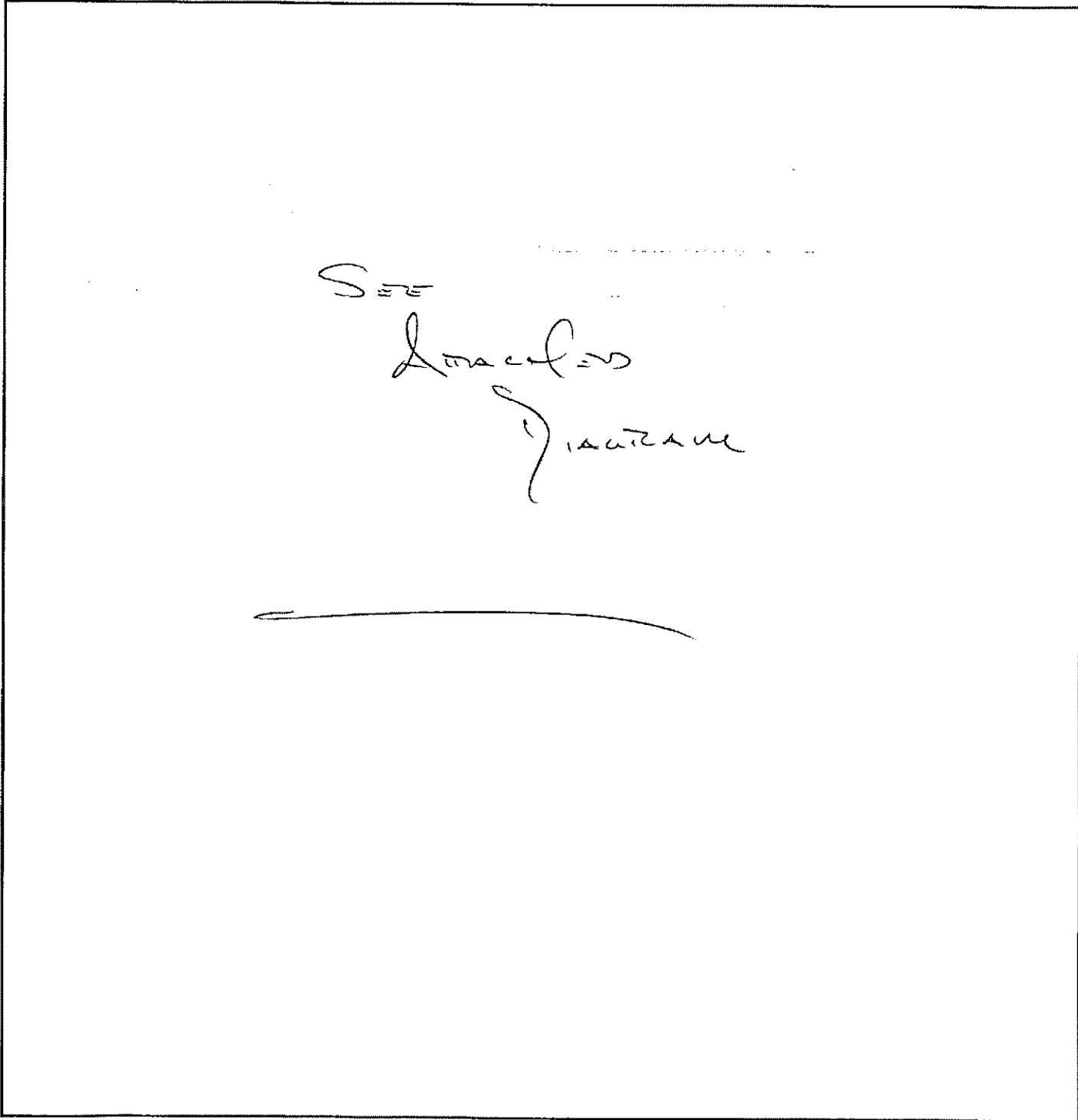
  
 \_\_\_\_\_  
 (Applicant's Initials)

**SECTION 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 ↑.

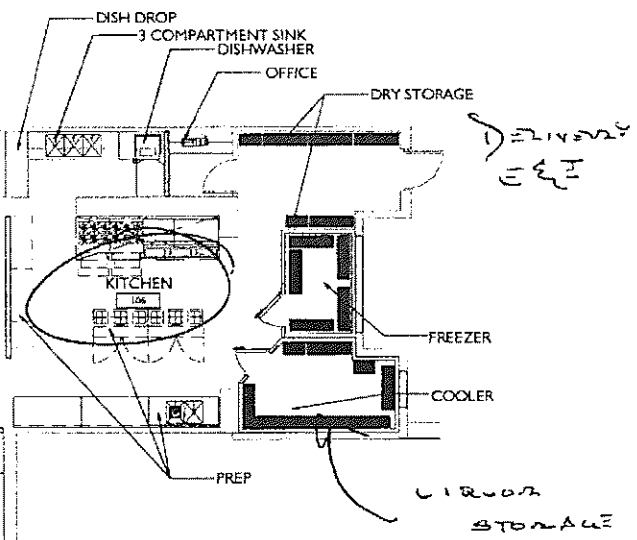
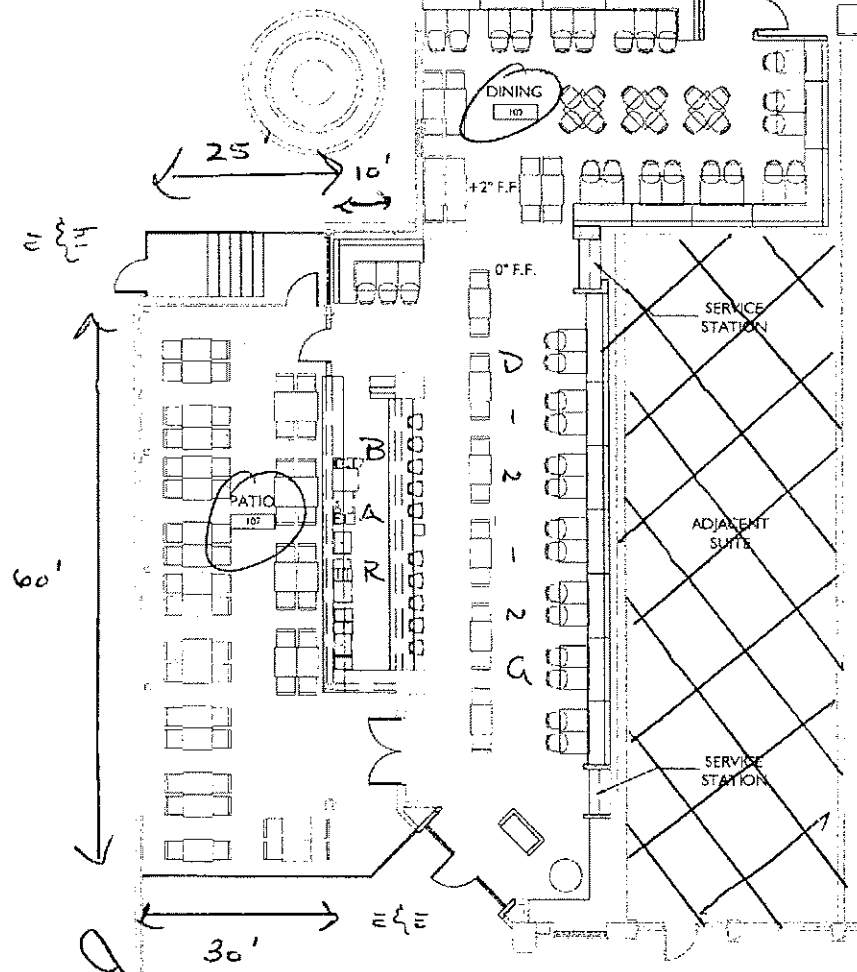
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**



ALL DIMENSIONS REFERENCE ONLY INTERIOR DIMENSIONS AND FIELD VERIFICATION REQUIRED

UB (127) Southern  
TABLE  
3,743 SQ. FT.



SEATING CALCULATIONS			
DINING	TABLE QTY	1st FLOOR	TOTAL
BAR	NO	0	0
2 TOPS (24"x30")	1	2	2
4 TOPS (30"x30")	14	56	56
6 TOP TABLE	1	6	6
DINING TOTAL			64
BAR	YES	10	10
2-TOPS (24"x32")	6	12	12
4 TOPS (30"x30")	7	28	28
6 TOP TABLE	1	6	6
-			56
PATIO			
BAR	NO	0	0
2-TOP	1	2	2
4-TOP	13	52	52
-	0	0	0
PATIO TOTAL			54
TOTAL W/ PATIO			174

OCCUPANT LOAD / EGRESS REQUIREMENTS									
BLDG./SPACE	AREA	OCC. FACTOR*	#OCC.	ADA SEATING	WIDTH FACTOR	REQ. ED	PROVIDED	# EXIT REQ. ED	PROVIDED
DINING	886 SF	1/15 NET	59	4	.2"	12.8"			
		# OF CHAIRS	64						
BAR	1381 SF	1/200 GROSS	6	N/A	.2"	1.2"	80"	2	2
KITCHEN	1497 SF	1/200 GROSS	7	N/A	.2"	1.4"	80"	2	2
EXTERIOR PATIO	994 SF	1/15 NET	66	3					N/A
		# OF CHAIRS	54						
TOTAL			174**			34.8"	80"	2	2
MAXIMUM EXIT ACCESS TRAVEL DISTANCE						250'	REF. 2012 IBC TABLE 1016.2		
CORRIDOR FIRE RESISTANCE RATING						0	REF. 2012 IBC TABLE 1018.1		

\* PER 2012 IBC TABLE 1004.1.2  
\*\* OCCUPANCY CALCULATED BASED ON LARGEST OPTION

PATIO ENCLOSED w/ 3' WROUGHT FENCING



# EXHIBIT FLOOR PLAN

SCALE: 3/32" = 1'-0" DATE: 06.14.16 JOB#15100

a23studios  
340 South Convent Ave  
Tucson, AZ 85701  
520.245.4010 phone



**SECTION 17 SIGNATURE BLOCK**

**NOTARY**

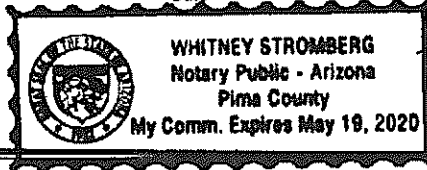
I, (Print Full Name) Shawn Anthony Hamzic, hereby declare that I am the Owner/Agent filing this application as stated in Section #1. I have read this application and verify all statements to be true, correct and complete.

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

State of Arizona County of Pima  
The foregoing instrument was acknowledged before me this

My commission expires on: 5/19/20  
Date

3 of August, 2010  
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.



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

16 AUG 10 11:41 AM 2015

RESTAURANT OPERATION PLAN

DLLC USE ONLY LICENSE # 12104455

1. Name of restaurant (Please print): BIRD SOUTHERN TABLE

2. List by Make, Model, and Capacity of your: (If you attached a legible copy of your equipment list, only provide the following items:)

Grill	
Oven	SEE
Freezer	Attached
Refrigerator	EQUIPMENT
Sink	LIST
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:

a. Restaurant dining area of your premises: [ 120 ]  
 (Do not include patio seating)

b. Bar area of your premises: [+ 10 ]

c. Total dining and bar seating capacity of your premises: = 130

5. What type of dinnerware and utensils are utilized within your restaurant?  
 Reusable  Disposable  Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area?  YES  No  
 (If yes, what percentage of the public floor space does this area cover?) 10 %

7. What percentage of your public premises is used primarily for restaurant dining?  
 (Do not include kitchen, bar, hi-top tables, or game area.) 90 %

8. Does your restaurant contain any games, televisions, or any other entertainment?  YES  No  
 (If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3-42" Flat TV's

9. Do you have live entertainment or dancing?  YES  No  
 (If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

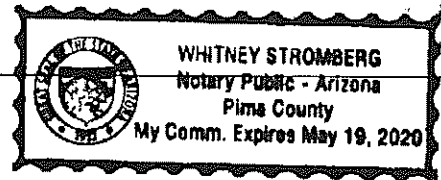
10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	13
Bartenders	5
Hostesses	5
Managers	4
Servers	14
Other (Dishwasher)	4
Other ( )	
Other ( )	

I, Thomas David Hernandez, hereby declare that I am the APPLICANT filing this application.  
 (Print full name)

I have read this application and the contents and all statements true, correct and complete.

X [Signature]  
 (Signature of APPLICANT)



**NOTARY**

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 4 day of August 2010  
 Day Month Year

My Commission Expires on: 5/19/20  
 Date

[Signature]  
 Signature of Notary Public



# Quote


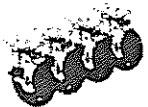



08/03/2016

**Project:**  
 Bird Restaurant  
 7109 N. Oracle  
 Tucson, Arizona

**From:**  
 Arizona Restaurant Supply  
 Kelly Dewey  
 6077 N Travel Center Dr  
 Tucson, AZ 85741  
 520-622-4946  
 520-429-0207 (Cell)

Job Reference Number: 1796

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>EXHAUST HOOD</b> Captive-Aire Model No. COOK LINE HOOD 12' Long Hood		
1A	1 ea	<b>STAINLESS WALL LINER</b> Arizona Restaurant Supply Model No. STAINLESS WALL LINER		
2	2 ea	<b>FRYER</b> Dean Industries Model No. SM150G Super Marathon™ Fryer, gas, floor model, 50 lb. capacity, thermo tube-type design, millivolt controls, temperature probe, combination gas valve with regulator, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, door & cabinet sides, 6" adjustable steel legs, 120,000 BTU, CE, NSF, CSA	\$2,686.81	\$5,373.62
	2 ea	Note: Select Program models available with standard controls and full frypot only		
	2 ea	FRYPOT warranty - 1st year: parts and labor, 2nd - 10th years: part only, standard		
	2 ea	ALL OTHER PARTS warranty - 1 year parts and labor, standard		
	2 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	Fryer: 6" adjustable steel legs, std.		
2	2 ea	<b>FRYER</b> Admiral Craft Model No. BDGF-120/NG Black Diamond Fryer, floor standing, natural gas, 45-50 lbs. capacity, thermostatically controlled, automatic shut off, stainless steel tank, includes (2) baskets, built-in integrated flue deflector, stainless steel front & door with galvanized sides & back, adjustable legs, 120,000 BTU, cETLus, ETL	\$859.52	<Alternate>
	2 ea	1 year parts & labor warranty, 5 year limited warranty on fry tank, standard		<Alternate>
2A	2 ea	<b>GAS CONNECTOR HOSE KIT</b>	\$174.42	\$348.84

Item	Qty	Description	Sell	Sell Total
		Krowne Metal Model No. M7536K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 36" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 218,000 BTU/hr minimum flow capacity		
2B	2 st	<b>CASTERS</b> Krowne Metal Model No. (28-113S) Packed 1 st Krowne Plate Caster, Swivel w/brake, 5" Diameter, 2-3/8" x 3-5/8", 220lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	\$70.54	\$141.08
				
3	1 ea	<b>TABLE, UTILITY</b> Patriotwares Model No. MKW-2436-N	\$137.05	\$137.05
4	2 ea	<b>RANGE, 36", 6 OPEN BURNERS</b> Garland/US Range Model No. G36-6R G Starfire Pro Series Restaurant Range, gas, 36", (6) 33,000 BTU open burners, cast iron top & ring grates, standard oven, includes (1) rack & 3 position rack guides, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" stainless steel legs with adjustable feet, 236,000 BTU, CSA Flame, CSA Star, cCSAus, NSF (Garland) 2 ea One year limited parts and labor warranty, covers products purchased and installed in the USA only, standard 2 ea Natural gas, specify elevation if over 2,000 ft 2 ea Low-Profile stainless steel backguard, in lieu of standard backguard/shelf 2 ea Extra oven rack, for standard ovens	\$6,634.23	\$13,268.46
				
			\$298.32	\$596.64
			<b>ITEM TOTAL:</b>	<b>\$13,865.10</b>
4A	2 ea	<b>GAS CONNECTOR HOSE KIT</b> Krowne Metal Model No. M7536K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 36" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect; (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 218,000 BTU/hr minimum flow capacity	\$174.42	\$348.84
4B	2 st	<b>CASTERS</b> Krowne Metal Model No. (28-111S) Packed 1 st Krowne Plate Caster, Swivel w/brake, 5" Diameter, 3-1/2" x 3-1/2", 220lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	\$70.54	\$141.08
				
5	1 ea	<b>SALAMANDER</b> American Range Model No. AROB-72 OverFired Broiler, gas, 72" wide, countertop, (6) infra-red type burners, stainless steel skewer cooking rack & exterior, 47.0 kW, 161,000 BTU, ETL 1 ea Standard one year limited warranty on parts & labor 1 ea Natural Gas	\$7,830.77	\$7,830.77
				


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Item	Qty	Description	Sell	Sell Total
5A	1 ea	<b>WALL MOUNTING BRACKETS</b> Arizona Restaurant Supply Model No. WALL MOUNTING BRACKETS		
5	2 ea	<b>SALAMANDER</b> Admiral Craft Model No. BDSAL-36/NG Black Diamond Salamander Broiler, natural gas, (3) infrared burners, 10" H x 26-1/2" W x 17" D chamber, multi-locking broiler grid, wall/countertop/range mounted, adjustable gas valves, non-slip rubber feet, heavy duty stainless steel interior/exterior, includes: stainless steel crumb tray, 3/4" NPT, 36,000 BTU, cETLus, ETL-Sanitation	\$1,262.87	<Alternate>
	2 ea	1 year warranty on parts & labor, standard		<Alternate>
6	1 ea	<b>CHARBROILER</b> American Range Model No. ADJF-24 SteakHouse Broiler, gas, floor model, 24" wide, (4) burners, radiant type, cast iron grates, 3-position, (1) adjustable rack, individually controlled burners with pilots, stainless steel construction, 6" legs, 23.0 kW, 80,000 BTU, ETL	\$3,179.90	\$3,179.90
	1 ea	Standard one year limited warranty on parts & labor		
	1 ea	Natural Gas		
6	1 ea	<b>RANGE, 60" RESTAURANT, GAS</b> Admiral Craft Model No. BDGR-6024GB/NG Black Diamond Range with Elevated Griddle, natural gas, 60", (6) 12" x 12" 30,000 BTU top burners, removable cast iron top grates, individual pilot lights & controls, (2) standard ovens, 150°F to 550°F temperature range, (2) adjustable racks per oven, backriser with shelf, removal crumb tray, griddle/broiler elevated 8-1/4" with 24"W x 21"D cook top, 3/4" thick griddle plate and adjustable built in broiler rack, stainless steel, 6" adjustable legs, 3/4" NPT, 276,000 BTU, cETLus, ETL-Sanitation	\$3,055.58	<Alternate>
	1 ea	1 year warranty on parts & labor, standard		<Alternate>
6	1 ea	<b>CHARBROILER</b> Admiral Craft Model No. BDECTC-24/NG Black Diamond Charbroiler, countertop, 24"W x 26"D, radiant heat, (2) manual stainless steel burner controls, cast iron reversible & height adjustable grates, stainless steel drip tray, stainless steel front and sides, splash guards, adjustable legs, includes tips for field conversion to LPG, 60,000 BTU, 3/4" rear NPT, cETLus, ETL	\$770.00	<Alternate>
	1 ea	1 year warranty on parts & labor, standard		<Alternate>
6	1 ea	<b>EQUIPMENT STAND, FOR COUNTERTOP COOKING</b> Patriotwares Model No. MKES-2824-SS	\$182.52	<Alternate>
6A	1 ea	<b>GAS CONNECTOR HOSE KIT</b> Krowne Metal Model No. M7536K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 36" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 218,000 BTU/hr minimum flow capacity	\$174.42	\$174.42
6B	1 st	<b>CASTERS</b> Krowne Metal Model No. (28-1115) Packed 1 st Krowne Plate Caster, Swivel w/brake, 5" Diameter, 3-1/2" x 3-1/2",	\$70.54	\$70.54

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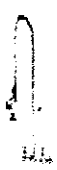
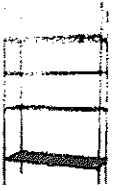
Item	Qty	Description	Sell	Sell Total
		220lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)		
7	1 ea	<b>COUNTERTOP GRIDDLE</b> Admiral Craft Model No. BDECTG-36/NG Black Diamond Gas Griddle, countertop, 36"W x 26"D, 5/8" thick smooth steel plate, (3) manual burner control, stainless steel drip tray, stainless steel front and sides, splash guards, grease trough, adjustable legs, includes tips for field conversion to LPG, 90,000 BTU, 3/4" rear NPT, cETLus, ETL	\$685.04	\$685.04
	1 ea	1 year warranty on parts & labor, standard		
7A	1 ea	<b>EQUIPMENT STAND, FOR COUNTERTOP COOKING</b> Patriotwares Model No. MKES-2836-SS	\$228.42	\$228.42
8	1 ea	<b>CONVECTION OVEN</b> Blodgett Oven Model No. ZEPH-100-G SGL Zephaire Convection Oven, gas, single-deck, standard depth, capacity (5) 18" x 26" pans, solid state infinite controls with digital timer, two speed fan, dependent glass doors, interior light, stainless steel front, sides and top, 25" stainless steel legs, 50,000 BTU, ETL, NSF	\$7,345.00	\$7,345.00
	1 ea	2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard		
	1 ea	Natural gas		
	1 ea	115v/60/1-ph, 6.0 amps, 2-wire with ground, cord & plug, 1/2 hp, standard		
	1 ea	SSI-D Solid State infinite with digital timer, standard		
	1 ea	Venting to be determined		
	1 st	25" legs, adjustable, stainless steel (set), standard		
9	1 ea	<b>TABLE, UTILITY</b> Patriotwares Model No. MKW-3030-N	\$142.40	\$142.40
10	3 ea	<b>SINK, HAND</b> Patriotwares Model No. MKS1-H	\$117.48	\$352.44
11	1 ea	<b>TABLE, UTILITY</b> Patriotwares Model No. MKW-3072-N	\$309.10	\$309.10
12	1 ea	<b>SINK, (1) ONE COMPARTMENT WITH LEFT DRAIN BOARD</b> Patriotwares Model No. MKS1-1D-L	\$338.58	\$338.58
12A	1 ea	<b>WALL / SPLASH MOUNT FAUCET</b> Krowne Metal Model No. (12-808L) Packed 12 ea Krowne Commercial Series Faucet, splash mount, 8" centers, 8" swing spout, low lead compliant	\$48.48	\$48.48
	1 ea	(21-190L) Krowne Wall Faucet Mounting Kit, (2) 1/2" NPS nipples & (2) 1/2" NPT x 1/2" threaded ells, (2) washers, (2) locknuts, low lead compliant	\$17.89	\$17.89
			<b>ITEM TOTAL:</b>	<b>\$66.37</b>
13	1 ea	<b>TABLE, UTILITY</b> Patriotwares Model No. MKW-2436-N	\$137.05	\$137.05
14	1 ea	<b>PAN RACK, BUN</b>	\$125.00	\$125.00

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Item	Qty	Description	Sell	Sell Total
		Winco Model No. (ALRK-20BK) Sheet Pan Rack, mobile, (20) full-size 18"x26" or (40) half-size 18"x13" 3" runner spacing, (4) 5" swivel rubber casters (2 with brakes), aluminum, KD, NSF		
15	1 ea	<b>CHEF COUNTER</b> Stainless Concepts Model No. CHEF COUNTER		
15A	1 ea	<b>COLD FOOD WELL UNIT, DROP-IN, REFRIGERATED</b> Delfield Model No. 8132-EF LiquiTec™ Drop-In Cool Food Unit, 2-pan size, 4" or 6" deep pans flush with counter top, insulated pan, stainless steel inner liner & top, galvanized outer liner, self-contained Eutectic fluid refrigerated system, 1/4 hp, , cUL, UL, NSF 7	\$9,478.30	\$9,478.30
	1 ea	NOTE: Freight quotes are only valid from Delfield		
	1 ea	115v/60/1-ph, 7.5 amps, NEMA 5-15P, standard		
	1 ea	1 year parts & 90 day labor warranty, standard		
15B	3 ea	<b>HEAT LAMP</b> Hatco Model No. (GRAH-48) Glo-Ray® Infrared Foodwarmer, high wattage, tubular metal heater rod, single heater rod housing, aluminum construction, 1100 watts, NSF, cUL, UL	\$176.00	\$528.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 800-558-0607		
	3 ea	One year on-site parts and labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements		
	3 ea	120v/60/1-ph		
	3 ea	BLT TOG-1 (1) Built-in toggle control (remote recommended) (Not for retrofit)		
	3 ea	No Tandem selection		
15C	3 ea	<b>CHECK HOLDER</b> San Jamar Model No. (CK6548A) Packed 6 ea Slide Check Rack, 48"L x 3/4"W x 2"H, glass marbles for smooth sliding, anodized aluminum (bagged with header card)	\$23.11	\$69.33
15D	1 ea	<b>TABLE, UTILITY</b> Patriotwares Model No. MKW-3060-N	\$227.45	\$227.45
16	2 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> True Food Service Equipment Model No. TSSU-60-16D-4-ADA ADA Compliant Sandwich/Salad Unit, (16) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, stainless steel top, front and sides, aluminum back, (4) drawers [accommodates (1) 6"D pan, NOT included], aluminum interior with stainless steel floor, 3" castors, 1/3 HP, 115v/60/1, 7.8 amps, 7' cord, NEMA 5-15P, cULus, NSF, CE, 34" work surface height, MADE IN USA	\$4,643.02	\$9,286.04
	2 ea	Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for		



Item	Qty	Description	Sell	Sell Total
		specifics		
	2 ea	Self-contained refrigeration standard		
	2 ea	Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	2 ea	Wire shelves, each, clips included	\$57.21	<Optional>
	2 ea	861273 Condiment Pan Dividers, 1-1/16" x 12-5/8" (top of cabinet)	\$8.86	<Optional>
	2 ea	865597 Condiment Pan Dividers, 15/16" x 12-5/8" (top of cabinet)	\$8.66	<Optional>
	2 ea	864266 Condiment Pan Dividers, 27/32" x 12-5/8" (top of cabinet)	\$8.43	<Optional>
	2 ea	925281 Condiment Pan Dividers, 1" x 12-9/16" (top of cabinet)	\$8.31	<Optional>
	2 ea	3" castors, standard		
			<b>ITEM TOTAL:</b>	<b>\$9,286.04</b>
17	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$3,000.85	\$3,000.85
		True Food Service Equipment Model No. TSSU-60-10-ADA ADA Compliant Sandwich/Salad Unit, (10) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, stainless steel top/front/sides, aluminum back, (2) full doors, (4) shelves, aluminum interior with stainless steel floor, 3" castors, 1/3 HP, 115v/60/1, 7.8 amps, 7' cord, NEMA 5-15P, cULus, NSF, CE, 34" work surface height, MADE IN USA		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Alternative hinging available, please contact factory		
	1 ea	Additional white wire shelf, priced per each	\$57.21	<Optional>
	1 ea	3" castors, standard		
			<b>ITEM TOTAL:</b>	<b>\$3,000.85</b>
18	6 ea	<b>SHELVING, WALL-MOUNTED</b>	\$194.89	\$1,169.34
		Patriotwares Model No. MKWS-1272		
19	20 ea	<b>SHELVING UNIT, WIRE</b>	\$40.39	\$807.80
		Patriotwares Model No. WS1860C		
	20 ea	WS74C	\$9.64	\$192.80
			<b>ITEM TOTAL:</b>	<b>\$1,000.60</b>
20	1 ea	<b>DISHTABLE, SOILED</b>		
		Stainless Concepts Model No. SOILED DISH TABLE		
20A	1 ea	<b>PRE-RINSE FAUCET ASSEMBLY</b>	\$276.44	\$276.44
		Krowne Metal Model No. (17-108WL) Packed 3 ea Krowne Royal Series pre-rinse Assembly, wall mount, 8" centers, spring action flexible gooseneck, 35"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, ships pre-assembled, NSF (interchangeable with T&S Brass & Encore)		



Item	Qty	Description	Sell	Sell Total
21	1 ea	<b>DISHWASHER, DOOR TYPE</b> American Dish Service Model No. AF-3D-S Dishmachine, door type, low temp chemical sanitizing, straight-thru design, convertible to corner, (37) racks/hour, 1-1/2 HP pump, 20-1/2" door opening, auto start, air-gap fill, built-in chemical dispensing, built-in scrap accumulator		
	1 ea	Contact factory for lower freight quote		
	1 ea	115v/60/1p, std		
	1 ea	031-0326 Low level alarm		
22	1 ea	<b>SINK, (3) THREE COMPARTMENT</b> Stainless Concepts Model No. DISH TABLE & 3 COMP SINK UNIT		
22A	2 ea	<b>WALL / SPLASH MOUNT FAUCET</b> Krowne Metal Model No. (12-808L) Packed 12 ea Krowne Commercial Series Faucet, splash mount, 8" centers, 8" swing spout, low lead compliant	\$48.48	\$96.96
	2 ea	(21-190L) Krowne Wall Faucet Mounting Kit, (2) 1/2" NPS nipples & (2) 1/2" NPT x 1/2" threaded ells, (2) washers, (2) locknuts, low lead compliant	\$17.89	\$35.78
			<b>ITEM TOTAL:</b>	<b>\$132.74</b>
23	1 ea	<b>WALL MOUNTED DRYING RACK</b> Stainless Concepts Model No. WALL MOUNTED DRYING RACK		
24	1 ea	<b>WALK IN COMBINATION COOLER FREEZER, REMOTE</b> Kolpak Model No. WALK IN COOLER/ FREEZER		
25	1 ea	<b>ICE CUBER</b> Scotsman Model No. C1030SA-32 Prodigy Plus® Ice Maker, cube style, air-cooled, self-contained condenser, up to 1077 lb production/24 hours, stainless steel finish, small cube size, 208-230v/60/1-ph, 16.0 amps, ENERGY STAR®	\$4,421.83	<Optional>
	1 ea	3 year parts & labor warranties		<Optional>
	1 ea	5 year parts & labor warranties on Evaporator		<Optional>
	1 ea	5 year parts on compressor & condenser		<Optional>
	1 ea	B948S Ice Bin, top-hinged front-opening door, up to 893 lb ice storage capacity, for top-mounted ice maker, polyethylene liner, metallic finish exterior, includes: ice scoop & 6" legs, AHRI, NSF	\$1,298.24	<Optional>
	1 ea	3 year parts & labor warranties		<Optional>
	1 ea	KBT22A Bin Top, for use with all 30" modular cubers, flakers or nugget makers on B948S, BH900 bin	\$141.54	<Optional>
			<b>ITEM TOTAL: &lt;Optional&gt;</b>	<b>\$5,861.61</b>
			Merchandise	\$66,509.73
			Tax 8.6%	\$5,719.84
			<b>Total</b>	<b>\$72,229.57</b>

Standard Terms:

1. This quote is valid for thirty (30) days.
2. Invoice terms are net 30 days, unless noted otherwise.
3. Prices exclude applicable sales tax, unless noted otherwise. The current tax rate at the time of billing will be applied to the invoice.

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Arizona Department of Liquor Licenses and  
Control

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

**RECORDS REQUIRED FOR AUDIT**  
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. § 4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government
  - B. Employee Log (A.R.S. § 4-119)
  - C. Employee time cards (actual document used to sign in and out each work day)
  - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH  
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

**A.R.S. §4-205.02(G)**

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

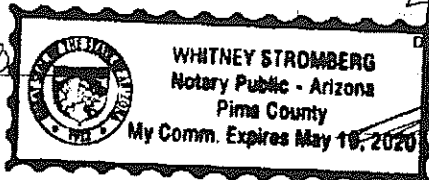
**NOTARY**

I, (Print Full Name) David Anthony Hernandez, have read and understand all aspects of this statement

X (Signature) [Signature] Controlling Person / Agent

State of Arizona County of Pima  
the foregoing instrument was acknowledged before me this

My commission expires on: 5/19/20 4 Day of August 2016 Month Year



[Signature]  
Signature of NOTARY PUBLIC

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE**