

Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

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

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 351-8456

June 6, 2014

Mr. Randy D. Nations
Skyline Country Club
P.O. Box 2502
Chandler, AZ 85244

RE: Arizona Liquor License No.: 06100126
d.b.a. Skyline Country Club

Dear Mr. Nations:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 6, Bar, which was received in our office on May 7, 2014. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, June 17, 2014, at 9:00 a.m. or thereafter, at the following location:

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

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

Sincerely,

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

Robin Brigode
Clerk of the Board

Enclosure

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: 05/12/2014 Date of Posting Removal: 06/05/2014

Applicant Name: Skyline Country Club
Nations Randy D.
Last First Middle

Business Address: 5200 E. St. Andrews Drive Tucson, AZ 85718
Street City Zip

License #: 14-09-9177
06100126

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.

William FISH PROCESS SERVER 307-1881
Print Name of City/County Official Title Telephone #

Will F 05/12/2014
Signature Date Signed

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

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

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

BT
JUN 05 14 PM 03:30 PC CLK DF BD



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Phone: (520) 351-8454 • Fax: (520) 351-8456

TO: Development Services, Zoning Division

FROM: Brian Turco *BT*
Administrative Support Specialist

DATE: May 8, 2014

RE: Zoning Report - Application for Liquor License

Attached is the application of:

Randy D. Nations
d.b.a. Skyline Country Club
5200 E. St. Andrews Drive
Tucson, AZ 85718

Pima County Liquor License No. 14-09-9177
 Series 6, Bar
 New License X
 Person Transfer
 Location Transfer

ZONING REPORT

DATE:

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

Yes ☒ No ☐

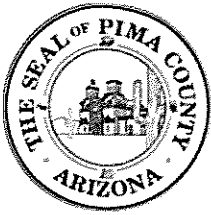
If No, please provide the following:

Pursuant to Pima County Zoning Code, Section:_____

the applicant must: _____

~~Pima County Zoning Inspector~~

MAY 30 1 44 PM '90 PC CLK OF BD



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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Brian Turco *BT*
Administrative Support Specialist

DATE: May 8, 2014

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Randy D. Nations
d.b.a. Skyline Country Club
5200 E. St. Andrews Drive
Tucson, AZ 85718

Pima County Liquor License No. 14-09-9177
Series 6, Bar
New License X
Person Transfer_
Location Transfer

SHERIFF'S REPORT

DATE: 05/13/14

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

Nothing noted.

[Signature] 1226
Investigative Support Unit Supervisor

MAY 15 14 PM 01:14 PCC CLK OF RD
[Signature]

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

14-09-9177

14 MAY 2 11:41 AM Dept PH 4 129

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 06100126

1. Type of License(s): Series 06

2. Total fees attached:

Department Use Only

266-00

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: ☒ Mr. Nations Randy D.
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: CGP BevCo Holdings IV, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Skyline Country Club
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 5200 E St Andrews Drive Tucson Pima 85718
(Do not use PO Box Number) City County Zip
5. Business Phone: 520-299-1111 Daytime Phone: 480-730-2675 Email: miranda@azlic.com
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: P O Box 2502 Chandler AZ 85244
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100.00 100.00 66.00 266-00
Application Interim Permit Site Inspection Finger Prints \$
TOTAL OF ALL FEES

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

Accepted by: DA Date: 05-02-14 Lic. # 06100126

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06100126
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

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

X [Signature] State of AZ County of Pima
(Signature) The foregoing instrument was acknowledged before me this
My commission expires on: 07/31/2016 28 day of Feb, 2014
Notary Public - Arizona
Pima County
My Comm. Expires Jul 31, 2016
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: CGP BevCo Holdings IV, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 2/18/14 State where Incorporated/Organized: Deleware

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: R-1905834-5 Date authorized to do business in AZ: 3/18/2014

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

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

Last	First	Middle	Title	Mailing Address	City State Zip
JH Holding IV LLC			Member	3 Lincoln Ctr 540 LBJ Fwy #1400	Dallas, TX 75240

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
JH Holdings IV LLC			100	2321 Bridgewood Dr	Keller TX 76262

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

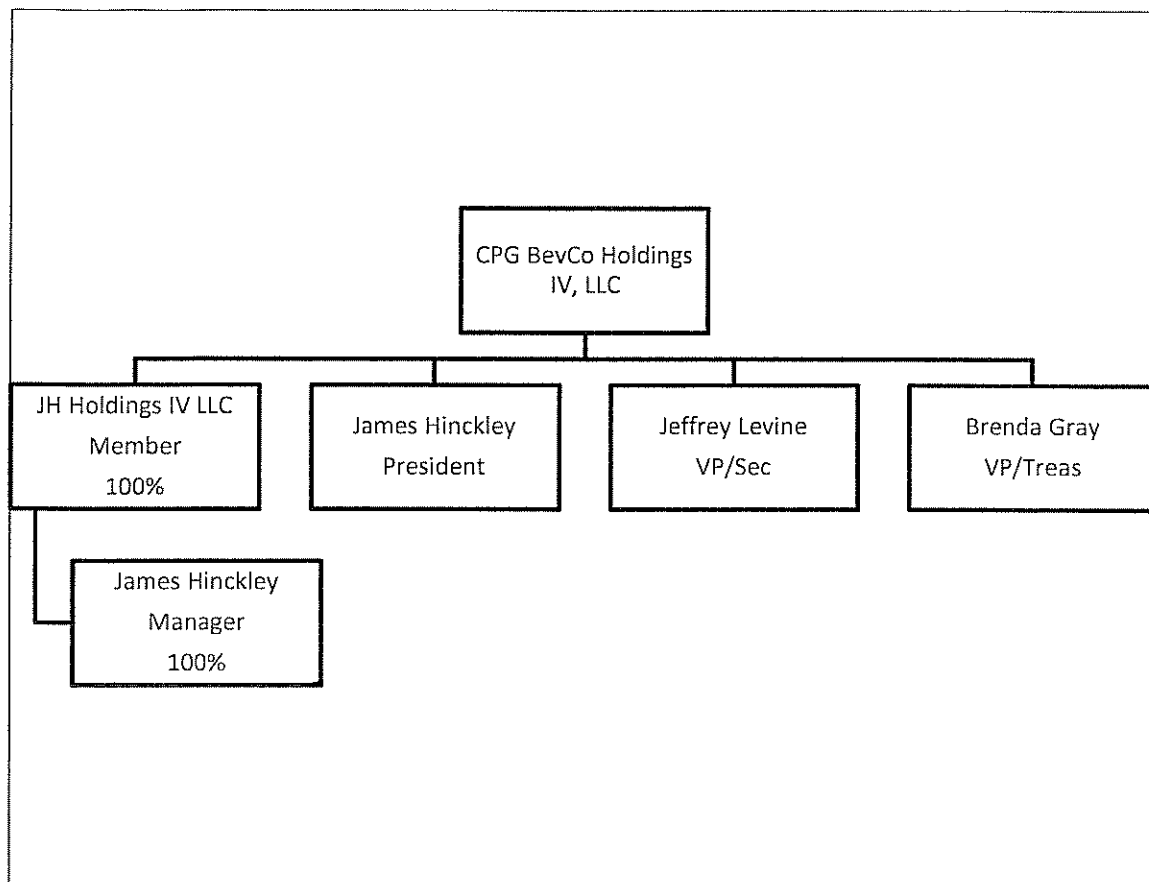
1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)



14 MAY 2 11:47 AM '03

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

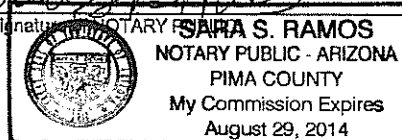
1. Current Licensee's Name: Lister Lonnie Michael Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: Skyline Country Club Inc.
(Exactly as it appears on license)
3. Current Business Name: Skyline Country Club
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 5200 E. St. Andrews Dr.
City, State, Zip Tucson, Arizona 85718
5. License Type: Series 06 License Number: 06100126
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street 5200 E. St. Andrews Dr.
(Other than business) City, State, Zip Tucson, Arizona 85718
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, James A Christenson, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, James A Christenson, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

My commission expires on: 8-29-2014

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

3 Day April Month 2014 Year
(Signature) Sara S. Ramos



14 MAY 2 11:41 AM Dept PM 409

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06100126

Issue Date: 1/1/1986

Expiration Date: 9/30/2014

Issued To:

LONNIE MICHAEL LISTER, Agent
SKYLINE COUNTRY CLUB INC, Owner

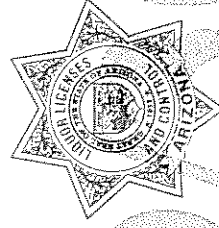
Location:

SKYLINE COUNTRY CLUB
5200 E ST ANDREWS DR
TUCSON, AZ 85718

Bar

Mailing Address:

LONNIE MICHAEL LISTER
SKYLINE COUNTRY CLUB INC
SKYLINE COUNTRY CLUB
5200 ST ANDREWS
TUCSON, AZ 85718



EXP 9/30/2014

POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP 9/30/2014

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

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

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

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

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

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

1. Distance to nearest school: 11,140 ft. Name of school Catalina Foothills High School
Address 4300 E Sunrise Dr Tucson AZ 85718
City, State, Zip _____
2. Distance to nearest church: 12,038 ft. Name of church Lutheran Church of the Foothills
Address 5102 N Craycroft Rd Tucson AZ 85718
City, State, Zip _____
3. I am the: ☐ Lessee ☒ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name President of Board of Directors
Address 5200 E St Andrews Dr Tucson AZ 85718
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 1.00 What is the remaining length of the lease 25 yrs. ____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Termination
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SUBLEASE AGREEMENT

THIS CONCESSION AGREEMENT (this "Agreement") is made and entered into this 18th day of February, 2014, by and between Skyline Country Club Management, LP ("Owner"), and CGP BevCo Holdings IV, LLC ("Permittee").

WITNESSETH

WHEREAS, certain real property and improvements located at 5200 East St. Andrews Drive, Tucson, Pima County, Arizona are leased by Owner under a long-term lease and include facilities for the preparation and service of alcoholic beverages (the "Premises"), which are intended by the Owner to be used for the operation of a club;

WHEREAS, Permittee intends to obtain a Series 6 Bar Permit and a Series 14 Private Club Permit (the "Permits") in order to be entitled to serve at the club under the provisions of the rules and regulations (the "Code") promulgated and enforced by the Arizona Department of Liquor License & Control (the "ADLLC"), and as such desires to rent all portions of the Premises which are designed for preparing and serving alcoholic beverages;

WHEREAS, Owner desires to grant a non-exclusive sub-lease of the Premises to Permittee for the purposes of serving alcoholic beverages and related items at the club; and

WHEREAS, Owner and Permittee desire to enter into an agreement to specify the terms and conditions under which Owner will perform for Permittee certain service functions related to Permittee's beverage operations,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Owner and Permittee agree as follows:

1. Description of Premises and Sub-Lease. Owner hereby grants and rents to Permittee, and Permittee hereby obtains and rents from Owner, a sub-lease and the right to operate a beverage concession and to prepare and serve alcoholic beverages and related items throughout the Premises. Such sub-lease and grant of rights shall not entitle Permittee to exclusive possession of any of the Premises. Permittee shall, however, retain exclusive control, at all times, of its business and the preparation and service of alcoholic beverages within the Premises. Such control shall include, but not be limited to, all phases of storage, distribution, possession, transportation, purchasing, and sale of alcoholic beverages throughout the Term of this Agreement. In addition, Permittee shall be solely responsible for determining the manner of preparation for all alcoholic beverage service and the standards of operation for the alcoholic beverage operation.

2. Term. The term of this Agreement shall be for a period beginning with the date the Permittee commences operations and service at the club and expiring five (5) years thereafter. Except as otherwise provided herein, this Agreement and all rights and duties imposed by this

14 MAY 2 11:47 AM 4:10

Agreement shall be canceled and terminated as follows: (a) by either party, upon three (3) days' written notice to the other, in the event Owner should cease its operation upon the Premises; (b) by either party, upon three (3) days' written notice to the other, in the event the Permittee should suffer loss or suspension of its Permits or other permits or licenses necessary to the conduct of its business; (c) by Permittee upon written notice to Owner following any violation of the Code by Permittee or any of its agents or employees; or (d) by either party upon sixty (60) days' written notice to the other without cause. On termination, all rights of Permittee to occupy or use the Premises shall end, and Permittee shall vacate the Premises and surrender the same to Owner quietly and peacefully. Permittee's termination of this Agreement, other than by reason of its breach of this Agreement, or its bankruptcy or Ownership, shall not prevent or interfere with the recovery by Permittee of any rent or other payments due hereunder.

3. Rental. The monthly rent for the use of the Premises and the sub-lease granted herein, payable from Permittee to Owner, shall be the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) per month, payable in arrears, with the first payment to be due and payable on the 15th day of the month immediately following the date the Permittee commences operation. Said rental may be adjusted from time to time as mutually agreed upon by Owner and Permittee, without the necessity of a formal amendment to this Agreement.

4. Conduct of Permittee's Operations. Permittee shall conduct its operation in a proper and becoming manner, shall comply with all governmental laws, ordinances and regulations and shall, at its own expense, obtain any and all governmental licenses and permits necessary for its operations, including, but not limited to, any permit or authorization required to be obtained from the ADLLC prior to serving alcoholic beverages and related items.

5. Responsibilities of Owner. Owner shall be responsible for the following conditions of the Premises:

5.1. Owner agrees to pay, before they come delinquent, all real estate taxes, special or other assessment and other governmental charges lawfully levied or assessed against the Premises; however, Permittee may, at its expense, contest and dispute the same, and in such case the disputed item need not be paid until finally adjudged to be valid.

5.2. Owner shall provide fire and casualty insurance covering the Premises, including that portion subleased hereunder, and all equipment, furniture and fixtures located thereon, plus comprehensive general liability.

5.3. Owner shall, at its expense and risk, maintain or cause to be maintained all parts of the Premises and the personal property and fixtures located therein in good repair and condition, and keep them free from waste or nuisance, subject to ordinary wear and tear and damage by fire or other casualty excepted. If Owner should neglect to reasonably maintain the Premises or the personal property and fixtures located therein, Permittee shall have the right (but not the obligation) to cause repairs or corrections to be made and any reasonable costs therefore shall be payable by Owner to Permittee, and shall bear interest at the rate of ten percent (10%) per annum until paid.

6. Duties of Owner. In connection with the operation of Permittee's business of serving alcoholic beverages in the Premises at the club, Owner shall have the following duties:

6.1. Under the direction and exclusive control of Permittee and its officers, perform all such duties with due diligence in accordance with standards maintained in comparable premises located in the municipality in which the Premises are located and within all of the terms and provisions of the Code, and all other applicable laws, rules and regulations;

6.2. Owner shall maintain the Premises and all fixtures and equipment therein in good, clean and serviceable condition;

6.3. Owner shall purchase and maintain for its own account and supply to Permittee adequate dishes, glasses and other accessories, equipment and supplies necessary to serve alcoholic beverages for service in the Premises (it being expressly understood that the right and obligation to purchase such alcoholic beverages shall remain with Permittee);

6.4. Owner shall supply such bartenders, waitresses, waiters, dishwashers, janitors and other personnel as may be necessary for the service of alcoholic beverages, all of which personnel shall be paid by Owner, but shall be under the exclusive direction and control of Permittee; provided, however, none of such personnel shall be considered employees of Permittee for any reason;

6.5. Owner shall, as instructed by Permittee and for the benefit of Permittee, collect from customers using the Premises, all charges for or relating to the serving of alcoholic beverages;

6.6. Owner shall secure and maintain (i) comprehensive general liability insurance, and (ii) workmen's compensation insurance covering all of Owner's employees, including those utilized in the operation of the Permittee's business under this Agreement;

6.7. Owner shall pay all F.I.C.A. taxes attributable to its employees and withhold and pay all federal taxes upon wages of its employees; and

6.8. Owner shall maintain, for the benefit of Permittee, all records required by the ADLLC and otherwise cooperate with Permittee in assuring compliance with the Code.

7. Compensation. In respect of each month or part thereof, during the term of this Agreement, Owner shall be entitled to receive, as compensation for its services hereunder, an amount equal to twenty five percent (25%) of the monthly gross receipts derived by Permittee from the service of all alcoholic beverages or otherwise, payable in arrears on or before the tenth (10th) day of every month.

8. Permittee's Expenses. The following expenses in connection with the operation of Permittee's business shall be paid by Permittee:

8.1. All fees required to be paid to any governmental authority in connection with obtaining any required permits or licenses and in connection with the renewal of any such permits or licenses;

8.2. Accounting and legal expenses incurred in connection with obtaining any required permits;

8.3. The cost of purchase of all alcoholic beverages purchased pursuant to this Agreement; and

8.4. All taxes due any governmental authority on account of proceeds received for the service of alcoholic beverages in or from the Premises.

9. Owner's Expenses. The following expenses in connection with the operation of Permittee's business on the Premises, shall be paid by Owner:

9.1. Telephone expenses and office supplies;

9.2. Accounting expenses incurred in the preparation of reports required to be made to Permittee and expenses of preparation of any records and documents necessary to the operations of Permittee and performance of its obligations under this Agreement;

9.3. All expenses incurred by Permittee in connection with the service of non-alcoholic beverages and sale of any other items;

9.4. Expenses for maintenance, repairs and replacement related to the sale of alcoholic beverages at the Premise;

9.5. Direct and indirect payroll expenses for Owner's personnel engaged in the operation of Permittee's business under this Agreement; and

9.6. All other expenses, which Owner may incur in the performance of its duties, outlined in this Agreement, including, but not limited to, expenses for equipment, supplies and insurance.

10. Cash Registers. Owner shall assure that any cash register or accounting system or device on which amounts subject to gross receipt taxes are recorded with other amounts not subject to such taxation shall be key-coded accordingly.

11. Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14 MAY 2 11:47 AM '90

12. No Joint Venture/Independent Contractor. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. In the performance of its obligations hereunder, Permittee shall be an independent contractor.

13. Notices. Any notice or document required or permitted to be delivered hereunder, shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, and properly addressed to the receiving party.

14. Terms Binding. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.


SIGNATURES ARE ON THE FOLLOWING PAGE

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

Owner:

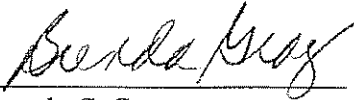
SKYLINE COUNTRY CLUB MANAGEMENT, LP
a Delaware limited partnership

By: Century Golf Partners Holdings V, LLC
Its: General Partner


Brenda C. Gray
Vice President

Permittee:

CGP BEVCO HOLDINGS IV, LLC
a Delaware limited liability company


Brenda C. Gray
Vice President/Treasurer

14 MAY 2 11:47 PM 4:10

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 06100126 (exactly as it appears on license) Name Lonnie Michael Lister

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

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

applicants initials

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

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____

month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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


applicants initials

SECTION 15 Diagram of Premises

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

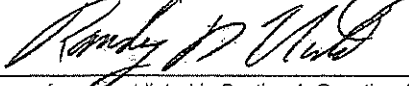
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

Diagram Attached

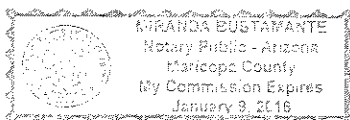
APR 2 1 19P. Dept PH 4 10

SECTION 16 Signature Block

I, Randy D. Nations, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

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

State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this

16th of April, 2014
Day Month Year


signature of NOTARY PUBLIC

My commission expires on : _____
Day Month Year

11/11/2012

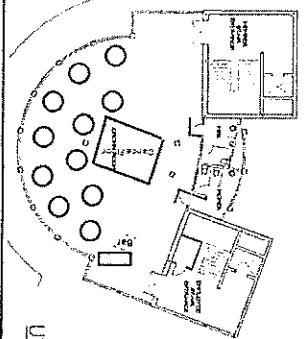


© 2012 Google

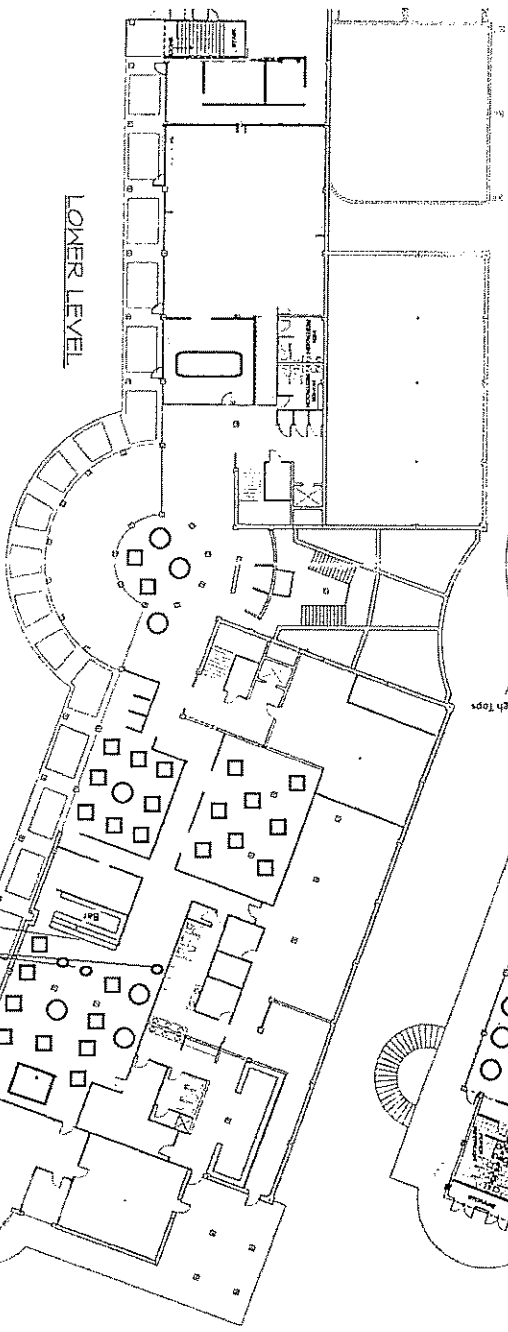
90 acres

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UPPER LEVEL



MAIN LEVEL

Entrance Exit

SKYLINE COUNTRY CLUB BUILDING AREAS				
LEVEL	EXISTING	DEMOLITION	ADDITION	TOTAL
LOWER LVL.	21,965	6,20	1,849	23,244
MAIN LVL.	22,362	-	8,512	30,934
UPPER LVL.	4,484	-	-	4,484
TOTAL	48,816	6,20	10,471	50,667

LOWER LEVEL

4 Bar Stools
High Top Bar Table

