

Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

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

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

November 7, 2014

Taichi Abe
Sushi Yukari
7867 E. Pristine Place
Tucson, AZ 85750

RE: Arizona Liquor License No.: 12104335
d.b.a. Sushi Yukari

Dear Mr. Abe:

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 October 3, 2014. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, November 18, 2014, at 9:00 a.m. or thereafter, at the following location:

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

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

Sincerely,

A handwritten signature in cursive script 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: 10-9-14 Date of Posting Removal: 10-29-14

Applicant Name: Sushi Yukari
Abe Taichi
Last First Middle

Business Address: 5655 E. River Road, No. 151 Tucson, AZ 85750
Street City Zip

License #: 12104335

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.

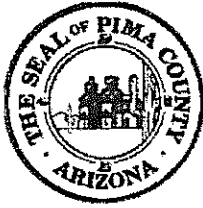
Calvin Henry, Jr. #6488 Process Server PCSU 520-300-3161
Print Name of City/County Official Title Telephone #

Ch. H. f 10-29-14
Signature Date Signed

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

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

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



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TO: Development Services, Zoning Division
FROM: Bernadette Russell *BR*
Administrative Support Specialist
DATE: October 6, 2014
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Taichi Abe
d.b.a. Sushi Yukari
5655 E. River Road, No. 151
Tucson, AZ 85750

Arizona Liquor License No. 12104335
Series 12, Restaurant
New License X
Person Transfer_
Location Transfer

ZONING REPORT

DATE: 10/13/14

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

Yes ✓ No _____

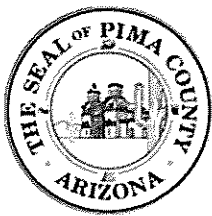
If No, please provide the following:

Pursuant to Pima County Zoning Code, Section: _____

the applicant must: _____

[Signature]
Pima County Zoning Inspector

OCT 13 14 PM 02:25 PC CLK OF BO



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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Bernadette Russell *BR*
Administrative Support Specialist

DATE: October 6, 2014

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Taichi Abe
d.b.a. Sushi Yukari
5655 E. River Road, No. 151
Tucson, AZ 85750

Arizona Liquor License No. 12104335
Series 12, Restaurant
New License X
Person Transfer_
Location Transfer

SHERIFF'S REPORT

DATE: 10/6/14

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

there is no reason to disqualify this Applicant.

SKA 1226
Investigative Support Unit Supervisor

NOV 06 14 AM 11:54 PC CLK OF PD



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

14-29-9197

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):

12104335

1. Type of License(s): REST

N/A

2. Total fees attached:

\$ 272 Department Use Only

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. ABE TAICHI N/A P1072448
 (Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: N/A
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: SUSHI YUKAZI
 (Exactly as it appears on the exterior of premises)

4. Principal Street Location: 5655 E. RIVER RD. #151 TUCSON PIMA 85750
 (Do not use PO Box Number) City County Zip

5. Business Phone: (520) 232-1393 Daytime Phone: (602) 730-3472 Email: TAICHI@HOTMAIL.COM

6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO

7. Mailing Address: 7867 E. PRISONER PL. TUCSON AZ 85750
 City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100 100 50 22 \$ 272
 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: SG Date: 9/30/14 Lic. # 12104335

SECTION 5 Interim Permit:

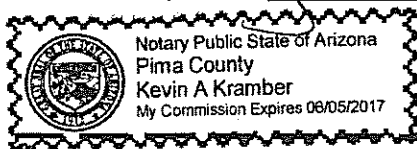
1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12103802
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? n/a

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

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

X [Signature]
(Signature)

My commission expires on: JUNE 5, 2017



State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 26th day of Sept, 2014
Day Month Year

[Signature]
(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
ABE	TAICHU	n/a	100	7867 E. PRISTINE P.	TULSON, AZ 85750

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 I T

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

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12103802

Issue Date: 4/24/2007

Expiration Date: 9/30/2014

Issued To:

YUKARI KATAYAMA, Agent
YUKARI SUSHI LLC, Owner

Restaurant

Mailing Address:

YUKARI KATAYAMA
YUKARI SUSHI LLC
SUSHI YUKARI
5655 E RIVER RD #151
TUCSON, AZ 85750

Location:

SUSHI YUKARI
5655 E RIVER RD #151
TUCSON, AZ 85750



POST THIS LICENSE IN A CONSPICUOUS PLACE

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.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

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

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

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

(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

(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)

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: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
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, _____, 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, _____, 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)

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

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

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

714 SEP 30 L19. Lic. # 2 112

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

- Current Business: Name _____
(Exactly as it appears on license) Address _____
- New Business: Name _____
(Physical Street Location) Address _____
- License Type: _____ License Number: _____
- If more than one license to be transferred: License Type: _____ License Number: _____
- 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:

- Restaurant license (§ 4-205.02)
- Hotel/motel license (§ 4-205.01)

- Government license (§ 4-205.03)
- Fenced playing area of a golf course (§ 4-207 (B)(5))

- Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
- Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____
- I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises) c/o Larson Baker
- If the premises is leased give lessors: Name RIVER CENTER CANADA, LLC Baker
Address 6298 E. GRANT RD. #100 TULSON, AZ 85712
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 2,657⁴⁰ What is the remaining length of the lease 2 yrs. 3 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 6,248⁴⁰ or other SEE ATTACHED LEASE AGREEMENT
(give details - attach additional sheet if necessary)
- What is the total business indebtedness for this license/location excluding the lease? \$ 110,000.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
KATAYAMA	YUKARI	N/A	110,000.00	1725 N. CAMINO	TULSON	AZ 85715

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- What type of business will this license be used for (be specific)? JAPANESE SUSHI RESTAURANT

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 # 12103802 (exactly as it appears on license) Name YUKARI, KATAYAMA

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:

KATAYAMA YUKARI n/a and license #: 12103802
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.

阿部 太一

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.

T.A
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? n/a
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.

T.A
applicants initials

SEP 30 11:41 AM '12

nor later than ninety (90) days after delivery of the notice. Tenant shall have no claim against Landlord for the value of any unexpired term of the Lease, except for a prorata portion of monies paid for CAM Expenses for the month in which the date of taking occurs. If any portion of the Premises is taken by condemnation and this Lease remains in effect, as of the date of taking all rent shall be reduced in the proportion that the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the date of taking, Tenant's Prorata Premises Percent shall be appropriately adjusted and Landlord shall proceed to restore the remainder of the Premises to substantially their same condition prior to such partial taking (but not Tenant's fixtures, equipment, alternations or tenant improvements which shall be Tenant's responsibility). Any award for any total or partial taking shall be the property of Landlord; nothing, however, shall preclude Tenant from obtaining an award for loss of or damage to Tenant's trade fixtures or removal of personal property or for damages for cessation or interruption of Tenant's business or for relocation costs, or for the portion of such award as is allocable to improvements constructed or paid for by Tenant.

17. ASSIGNMENT OR SUBLEASE.

a. Restriction. Tenant shall not assign or encumber all or any interest in this Lease or the Premises or sublease all the Premises or allow any other person or entity to occupy or use all or part of the Premises either voluntarily, involuntarily or by operation of law without first obtaining Landlord's written consent. Any assignment, encumbrance or sublease in violation hereof shall be voidable and, at Landlord's election, shall constitute a default. Acceptance of rent by Landlord from anyone other than Tenant shall not be construed as a waiver by Landlord of the actions prohibited by this Section 17, but the same shall be taken to be payment on account by Tenant.

b. Request for Consent; Options of Landlord. If Tenant desires at any time to assign this Lease or to sublet the Premises, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord information respecting the proposed subtenant or assignee, financial statements of the proposed subtenant or assignee and the terms of the proposed sublease or assignment. Landlord's consent for an assignment or sublease shall not unreasonably be withheld provided the proposed assignee's or subtenant's financial condition, as evidenced by a current financial statement shall comply with Landlord's standard tenant financial requirements and that the proposed use of the Premises by such assignee or subtenant shall be a compatible use with other tenants of the Project, and not violate use restrictions of other tenants in the Project.

c. Excess Rent. Intentionally Deleted

d. No Waiver. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether accruing before or after such assignment or subletting. No consent by Landlord to any assignment, encumbrance or sublease shall operate as a consent to future assignments, encumbrances or subleases.

e. Assumption of Liability. Each assignee shall assume and covenant to perform all obligations of Tenant under this Lease. No assignment or sublease shall relieve Tenant of its obligation hereunder.

18. DEFAULT. If Tenant: (i) shall fail to pay any Base Rent, CAM Expenses or other charges when due, if such failure to pay is not cured within seven (7) days after written notice has been given to Tenant, (ii) shall fail to pay any other sum of money due hereunder when due (although no legal or formal demand has been made therefore) and shall fail to pay the same within seven (7) days after written notice from Landlord that the same is overdue or, (iii) shall violate or fail to perform any other provision of the Lease and shall fail to correct or perform the same within thirty (30) days after written notice thereof is received from Landlord (or, if such violation or failure to perform cannot be cured within such thirty (30) day period, fails to commence and diligently pursue to cure such violation or failure to perform), or (iv) vacates or abandons the Premises (except as may specifically be provided for in this Lease) for a period of five (5) days or longer while in default of any provision of this Lease, or thirty (30) days while not then in default, then this Lease shall be in default and at any time thereafter Landlord at its option may:

JP

W

11-2-10

a. Terminate Lease. Terminate this Lease and Tenant's right to possession of the Premises by any lawful means.

b. Repossess the Premises. Without terminating this Lease, Landlord may re-enter, take possession of the Premises and remove all persons and property there from (such property as may be removed may be stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant), all without further notice or legal process and without Landlord or its agents being deemed guilty of trespass or liable for any loss or damage occasioned thereby. In order to take possession of the Premises, Landlord may change the locks to the Premises and thereafter Tenant shall have no right of access to the Premises. If Tenant shall, after default, voluntarily give up possession to Landlord, deliver to Landlord the keys to the Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord shall not be deemed to constitute a surrender of the Premises or termination of the Lease. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations or repairs as may be necessary to relet the Premises and relet the Premises or any part of it for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied; first to the payment of any indebtedness, other than rent due hereunder, from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default.

c. Damages. Should Landlord at anytime terminate this Lease for any default by Tenant, in addition to any other remedies it may have, it may recover from Tenant all damages it incurs by reason of such default, including any and all of the following:

- (1) the cost of recovering the Premises;
- (2) reasonable attorney's fees;
- (3) the present value at the time of termination of the amount by which unpaid rent which would have been earned and received after termination exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (4) any other documented damages incurred by Landlord and caused by Tenant's failure to perform its obligations under the Lease.

d. Legal Costs. If either party finds it necessary to have legal counsel engage in enforcing the rent collection provisions, or if any action is brought to enforce the rent collection or any provisions thereof, to collect damages for any alleged breach thereof or for a declaratory judgment there under, the non-defaulting party or the prevailing party in such action shall be entitled to reasonable legal fees in addition to costs and expenses of enforcement and/or suit. This Agreement shall be governed by laws of the State of Arizona, with venue in Pima County, Arizona.

e. No Waiver. Landlord shall not be obligated to notify Tenant of the due date of rent nor demand payment thereof on its due date, the same being expressly waived by Tenant. The acceptance of any sums of money from Tenant after the expiration of any seven (7) day or thirty (30) day notice as above provided shall be taken to be payment on account by Tenant and shall not constitute a waiver by Landlord of any rights, nor shall it reinstate the Lease or cure a default on the

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11-2-106

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.

SEE
Attached
Diagram

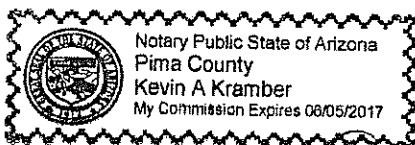
14 SEP 30 1991 14 PM 2 12

SECTION 16 Signature Block

I, TACHI ABÉ, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

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

X 阿部 太一
(signature of applicant listed in Section 4, Question 1)



My commission expires on:

June 5, 2017
Day Month Year

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

25TH of SEPT, 2014
Day Month Year

[Signature]
signature of NOTARY PUBLIC

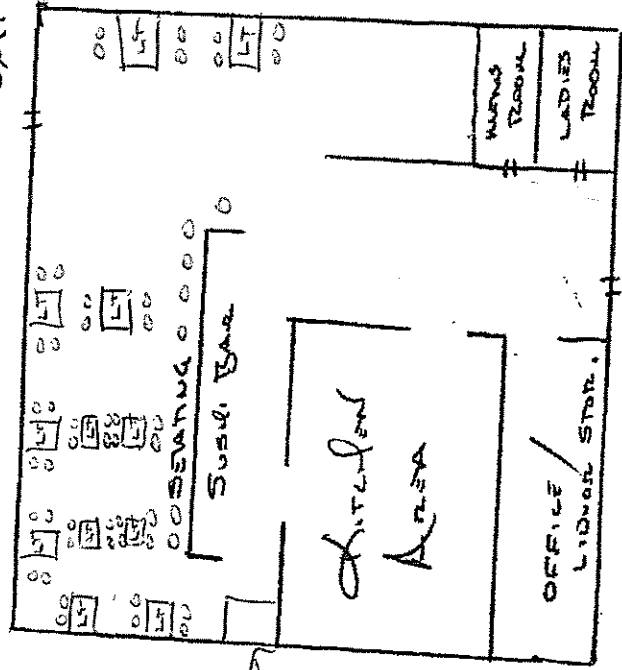
SECT. 15 CONT.

" SUSHI BAR

Driveway

1,988 SQ. FT.

ENTRANCE &
EXIT



EMERGENCY
EXIT

14 SEP 30 11P. 11C. PM 2 112