

# Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy  
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

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 black ink 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](http://www.azliquor.gov)  
 (602) 542-5141

AFFIDAVIT OF POSTINGDate of Posting: 10-29-14Date of Posting Removal: 10-29-14

**Sushi Yukari**  
**Abe**

**Taichi**

Applicant Name: \_\_\_\_\_  
 Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Business Address: 5655 E. River Road, No. 151 Street Tucson, AZ City 85750 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 PSCD 520-300-3161  
 Print Name of City/County Official Title Telephone #

Ch. H 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, *WR*  
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   
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

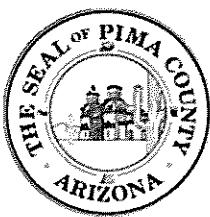
If No, please provide the following:

Pursuant to Pima County Zoning Code, Section: \_\_\_\_\_

the applicant must: \_\_\_\_\_

*[Handwritten signature]*  
Pima County Zoning Inspector

2013 Pima County Clerk of the Board



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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

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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

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SHERIFF'S REPORT

DATE: 11/4/14

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

There is no reason to disqualify this applicant.

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*S. Keph 1246*  
Investigative Support Unit Supervisor

11/05/2014 11:54:45 AM PC CLK/CERB

## Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor  
 Phoenix, Arizona 85007  
[www.azliquor.gov](http://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): 121043351. Type of License(s): # 12 - RESTn/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. [initials] ABE TAICHI n/a P1078448  
 (Insert one name ONLY to appear on license) Ms. 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 B1029343  
 (Exactly as it appears on the exterior of premises)

4. Principal Street Location 5655 E. River Rd. #151 Tucson Arizona 85750  
 (Do not use PO Box Number) City County Zip

5. Business Phone: (520) 232-1393 Daytime Phone: (602) 730-3472 Email: TAICHI1@HOTMAIL.COM

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

7. Mailing Address: 7847 E. Princine Rd. Tucson Az 85750

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: <u>100</u>	<u>100</u>	<u>50</u>	<u>22</u>
Application	Interim Permit	Site Inspection	Finger Prints

\$ 272 **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

1/7/2013 \*Disabled individuals requiring special accommodation, please call (602) 542-9027.

14-29-9197

## 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.

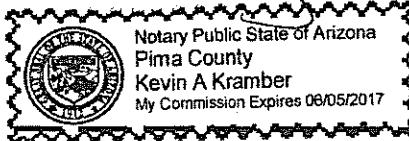
I, KATAYAMA Tucson, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X [Signature] (Signature)

State of Arizona County of Pima

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

My commission expires on: JUNE 5, 2014



Notary Public Seal  
(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	TAIKI	n/a	100	7867 E. Positive Rd., Tucson, 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 T 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#

Form LIC-0101, Rev. 2/12

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: \_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_  
(Exactly as it appears on license)
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.

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**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.**

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**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 transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business)  
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.

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

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

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

(Signature of CURRENT LICENSEE)

(Signature of NOTARY PUBLIC)

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

#14 SEP 30 Liqu. Lic. PW 2 12

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

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

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

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

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

1. Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises) *c/o Larson*
4. If the premises is leased give lessors: Name *River Center Canada, LLC* *Bakar*  
Address *6298 E. Grant Rd. #100 Tucson, AZ 85742*  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ *2,657 40* What is the remaining length of the lease *2* yrs. *3* mos.
- 4b. What is the penalty if the lease is not fulfilled? *\$6,748 64* or other *SEE ATTACHED LEASE DRAFT*  
*(52. JUN 05)* (give details - attach additional sheet if necessary)
5. 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
<i>Chayama</i>	<i>Yukari</i>	<i>W/A</i>	<i>110,000.00</i>	<i>1725 W. Camino Larios</i>	<i>Tucson</i>	<i>AZ 85745</i>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. 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 YUKAR, DATAYAMA

**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:

CHATAYAMA YUKARI W/A and license #: 12103802  
Last First Middle and license #:

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](http://www.azliquor.gov) and click on the "Information" tab.

1.7 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? 1/1  
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 spirituous 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

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, alterations 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 SUBLICENSE.

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:

✓ P

✓ P  
10/20/12

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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1/27/06

## 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 Diagrams

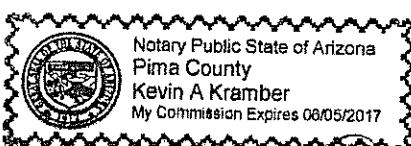
Diagram

14 SEP 2014 11:45 AM 2014

## SECTION 16 Signature Block

I, TAIKI AB, 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 TAIKI AB  
(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

25<sup>th</sup> of Sept, 2014  
Day Month Year

Kevin A Kramber  
Signature of NOTARY PUBLIC

Sept. 18 Cont'd  
Sust. 1000  
Sust. 1000