

Pima County Clerk of the Board

Julie Castañeda

Melissa Manriquez
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

February 8, 2017

Jeffrey Stuart Bridge
Vitello's Ristorante Italiano
9420 East Margo lane
Tucson, AZ 85749

RE: Arizona Liquor License No.: 12104487
d.b.a. Vitello's Ristorante Italiano

Dear Mr. Bridge:

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 January 12, 2017. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, February 21, 2017, 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, appearing to read "Julie Castañeda".

Julie Castañeda
Clerk of the Board

Enclosure



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

2/6

FFR0017PH034R1PC1 K0F01

AFFIDAVIT OF POSTING

Date of Posting: 1/17/17 Date of Posting Removal: 2/7/17

Applicant's Name: **Vitello's Ristorante Italiano**
Bridge Jeffrey Stuart
Last First Middle

Business Address: 15930 N. Oracle Road, Suite 178 Tucson 85739
Street City Zip

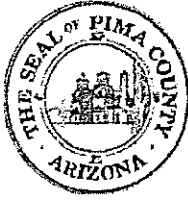
License #: 12104487

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

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

[Signature] 2/7/17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



Pima County Clerk of the Board
Julie Castañeda

Melissa Manriquez
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

TO: Development Services, Zoning Division
FROM: Ricci Romero [Signature]
Administrative Support Specialist Senior
DATE: January 12, 2017
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Jeffrey Stuart Bridge
d.b.a. Vitello's Ristorante Italiano
15930 N. Oracle Road, Suite 178
Tucson, AZ 85739

Arizona Liquor License No. 12104487
Series 12, Restaurant
New License [X]
Person Transfer []
Location Transfer []

ZONING REPORT

DATE: 1/13/17

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

Yes [X] No []

If No, please explain:

[Blank lines for explanation]

[Signature]

Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

JAN 13 17 06:56 PCTC KCFD [Signature]



Pima County Clerk of the Board

Julie Castañeda

Melissa Manriquez
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

TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Ricci Romero *RR*
Administrative Support Specialist Senior

DATE: January 12, 2017

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Jeffrey Stuart Bridge
d.b.a. Vitello's Ristorante Italiano
15930 N. Oracle Road, Suite 178
Tucson, AZ 85739

Arizona Liquor License No. 12104487
 Series 12, Restaurant
 New License X
 Person Transfer
 Location Transfer

SHERIFF'S REPORT

DATE: 01/27/17

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

NOTHING NOTED.

[Signature] #1226
 Investigative Support Unit Supervisor

When complete, please return to cob_mail@pima.gov

JAN 27 11 17 AM '17 POC: GUTTCALIK@PIMA.COUNTY.AZ.GOV



17 JAN 5 Liq. Dept PH1231

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

17-02-9278

17 JAN 5 Liq. Lic. PH1105

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 This application is for a:

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

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of License

1. Type of License: Restaurant LICENSE # 12104487

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Bridge Jeffrey Stuart P1069536
2. Owner Name: Jeffrey S Bridge JB & EM Enterprises LLC B1058030
3. Business Name: Vitello's Ristorante Italiano B1029382
4. Business Location Address: 15930 North Oracle Rd, Suite 178 Tucson Arizona 85739 Pima
5. Mailing Address: 9420 East Margo Lane Tucson Arizona 85749
6. Business Phone: (520) 825-4199 0140 Doytime Contact Phone: (520) 954-5407
7. Email Address: jeffbridge2014@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
If yes, what City, Town or Tribal Reservation is this Business located in: Catalina, Arizona

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: Application \$100 Interim Permit \$100 Department Use Only \$50 Finger Prints \$44 Total of All Fees \$294
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No
Accepted by: Date: 1/6/17 License # 12104487

SECTION 5 Interim Permit

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

1. Enter license number currently at the location: 12103540

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

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

I, Lucia Paluzzolo declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
(Print Full Name)

[Signature] State of Arizona County of Pima
(Signature of CURRENT Individual Owner/Agent)

My commission expires on: January 31, 2018
Day of Month Year

The foregoing instrument was acknowledged before me this 29th of December, 2016
Day Month Year

[Signature]
Signature of NOTARY PUBLIC

DAWN L CAFFALL
 NOTARY PUBLIC, ARIZONA
 PIMA COUNTY
 My Commission Expires
 January 31, 2018

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

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

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

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

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

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

1. Name of Corporation/ L.L.C.: JB&EM Enterprises, LLC
 2. Date Incorporated/Organized: 12/2/2016 State where Incorporated/Organized: Arizona
 3. AZ Corporation or AZ L.L.C File No: L21417860 Date authorized to do Business in AZ: 12/5/2016
 4. Is Corp/L.L.C. Non Profit? Yes No
 5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Bridge	Jeffrey	Stuart	Member	9420 E Margo Ln	Tucson	Arizona	85749
Bridge	Erin	Elizabeth	Member	9420 E Margo Ln	Tucson	Arizona	85749

(Attach additional sheet if necessary)

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

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Bridge	Jeffrey	Stuart	50	9420 E Margo Ln	Tucson	AZ	85749
Bridge	Erin	Elizabeth	50	9420 E Margo Ln	Tucson	AZ	85749

(Attach additional sheet if necessary)

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

SECTION 12 Person to Person Transfer

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

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

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

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

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

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

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

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

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY	
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____ County of _____ The foregoing instrument was acknowledged before me this
My commission expires on: _____ Date	_____ of _____ Day Month Year
_____ Signature of NOTARY PUBLIC	

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

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

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: 1.6 miles Name of School: Coronado K-8 School 1
(If less than one (1) mile note footage) Address: 3401 E Wilds Rd, Tucson AZ, 85739

2. Distance to nearest Church: 750 feet Name of Church: Mt. View Assembly of God
(If less than one (1) mile note footage) Address: 3270 E Armstrong Ln, Tucson AZ, 85739

SECTION 14 Business Financials

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

2. If the premise is leased give lessors: Name: Moli, LLC c/o Thomas Martinelli Realty & PM, LLC
 Address: 7400 N Oracle Rd Tucson Arizona 85704
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 3500.00

4. What is the remaining length of the lease? Yrs. 5 Months 0

5. What is the penalty if the lease is not fulfilled? \$ _____ or Other: Surrender of premises
(Give details- attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 75,000.00
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Bank of Tucson			\$75,000.00	4400 E Broadway Ste 112	Tucson	AZ	85711

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Full service sit-down restaurant serving Italian Cuisine

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

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

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

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

License #: 12103540 Individual Owner /Agent Name: Lucia Palazzolo
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

Jeffrey's Bridge
(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

JJB
(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

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

- 1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____
Month/Day/Year
- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
- 5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

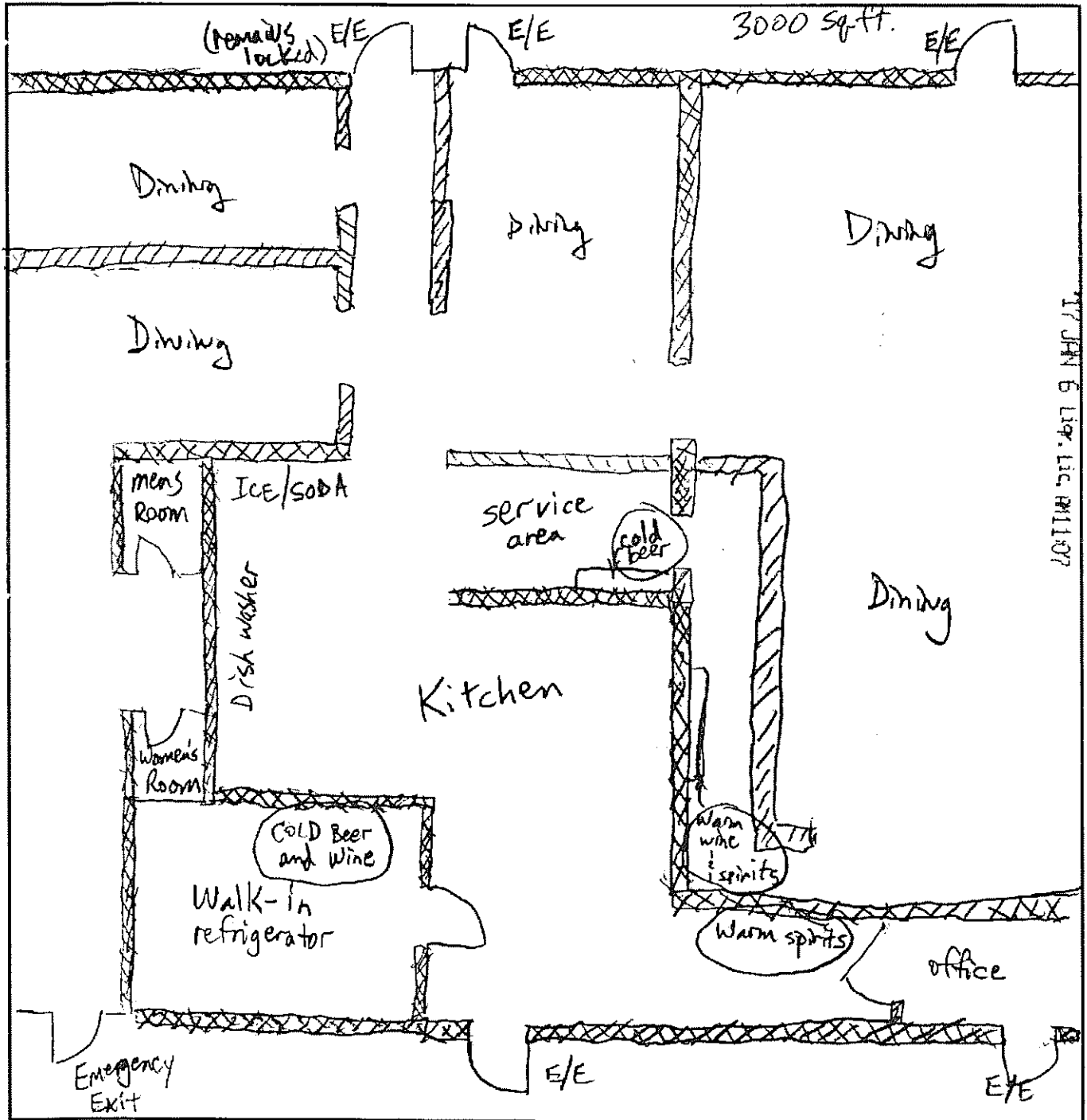
JJB
(Applicant's Initials)

SECTION 16 Diagram of Premises - continued

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

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

DIAGRAM OF PREMISES



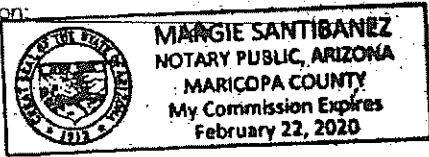
SECTION 17 SIGNATURE BLOCK

NOTARY

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

X Jeffrey Bridge State of Arizona County of Maricopa
(Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this

My commission expires on: 30 of December, 2016
Day Month Year



Mangie Santibanez
Signature of NOTARY PUBLIC

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

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

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

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

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



AZ DLIC

JAN 05 2017

HOUSE WINES

Chablis, Chianti & [REDACTED]	<i>Glass</i>	<i>1/2 Carafe</i>	<i>Full Carafe</i>
Enjoy by the glass, 1/2 Carafe, or Full Carafe	\$5.00	\$10.00	\$20.00

Sycamore Lane, California

Chardonnay, Pinot Grigio, Cabernet Sauvignon, Merlot

<i>Glass</i>	<i>Bottle</i>
\$5.50	\$28.00

SPARKLING

Lunetta Prosecco, Italy

Sparkling and refreshing with apple aromas with lively citrus notes

\$6.00

VINO WHITES

Riesling, Peter Mertes, Germany

Honeysuckle aromatics, sweet stone fruit, meyer lemon peel

\$6.00	\$26.00
--------	---------

White Blend, Coppola Bianco, California

Clean, crisp and refreshing, flavors of passion fruit and lemon

\$6.00	\$26.00
--------	---------

[REDACTED]

Beautifully balanced with an intense fruity bouquet and silky texture

Chardonnay, Francis Ford Coppola, California

Juicy apple and lush cantaloupe, caramelized pears, vanilla bean

\$7.00	\$34.00
--------	---------

[REDACTED]

Expressive apricot and baked apple, subtle citrus, unoaked

[REDACTED]

Aromas of apple, banana, and pineapple with hints of white flowers

Sauvignon Blanc, The Seeker, New Zealand

Refreshing citrus, nectarine, and gooseberries with sweet summer herbs

\$7.00	\$34.00
--------	---------

VINO ROSSO

[REDACTED]

Festively frizzante with ripe red fruits

Pinot Noir, Castle Rock, California

Black cherries, ripe plums, tea leaves and herbal spice

\$7.00	\$29.00
--------	---------

Red Blend, Coppola Rosso, California

Juicy plums, berry compote, and hints of mocha

\$7.00	\$28.00
--------	---------

Merlot, Francis Ford Coppola, California

Luscious plum, red raspberries, leather and light tannins

\$36.00

[REDACTED]

Dark dark berries, licorice, and black pepper with glassy tannins

Zinfandel, Seven Deadly Zins, Lodi California

Rich earthy aromas, bright red berries, and warm spices

\$8.00	\$38.00
--------	---------

<i>[Redacted]</i>	\$6.00	\$28.00
<i>[Redacted]</i>	\$6.00	\$28.00
<i>[Redacted]</i>		
Chardonnay, Francis Ford Coppola, California	\$7.00	\$34.00
<i>[Redacted]</i>		
<i>[Redacted]</i>		
<i>[Redacted]</i>		
Sauvignon Blanc, The Seeker, New Zealand	\$7.00	\$34.00

VINO ROSSO

<i>[Redacted]</i>		
<i>Festively frizzante with ripe red fruits</i>		
Pinot Noir, Castle Rock, California	\$7.00	\$29.00
<i>Black cherries, ripe plums, tea leaves and herbal spice</i>		
Red Blend, Coppola Rosso, California	\$7.00	\$28.00
<i>Juicy plums, berry compote, and hints of mocha</i>		
Merlot, Francis Ford Coppola, California		\$36.00
<i>[Redacted]</i>		
<i>Dense dark berries, licorice, and black pepper with glossy tannins</i>		
Zinfandel, Seven Deadly Zins, Lodi California	\$8.00	\$38.00
<i>Rich earthy aromas, bright red berries, and warm spices</i>		
Montepulciano, Citra, Italy	\$7.00	\$28.00
<i>Dry, well-balanced and delightfully tannic, with concentrated berry flavors</i>		
Chianti, Frescobaldi Remole, Italy	\$8.00	\$35.00
<i>Fruit forward and juicy with velvety tannins and a dry finish</i>		
<i>[Redacted]</i>		
<i>Expressive sangiovese laden with dried red fruit and violets</i>		
<i>[Redacted]</i>		
<i>Dark wild berries, candied cherry, nuances of clove and green peppercorn</i>		
<i>[Redacted]</i>		
<i>Full bodied and fragrant with licorice and tobacco, intense concentrated berries</i>		
<i>[Redacted]</i>		
<i>"Baby Sassicata" Full bodied, supple sweet black fruit with an intense spice note</i>		



PLEASE DRINK RESPONSIBLY

CLASSIC COCKTAILS

Vitello's Martini...\$6.95

Reyka Vodka or Gates of London Gin, splash Cinzano Dry Vermouth,
served ice cold, up or on the rocks

Classic Margarita...\$6.95

Jose Cuervo Gold, triple sec, sweet & sour, salted rim optional

Italian Margarita...\$6.95

Our Classic Margarita with Amaretto di Amore

Sicilian Blood Orange Margarita...\$6.95

Our Classic Margarita with Monin Blood Orange

Manhattan...\$6.95

Bourbon, Cinzano Sweet Vermouth,
served ice cold, up or on the rocks

Godfather...\$6.95

Famous Grouse and Amaretto on the rocks

BEERS

Domestic...\$3.25

Alaskan Amber

Budweiser

Bud Light

Coors Light

Miller Lite

Miller Genuine Draft

Michelob Ultra

Imports...\$4.00

Heineken

Peroni

Corona

Stella Artois

Negra Modelo

Manhattan...\$6.95

Bourbon, Cassini Sweet Vermouth,
served ice cold, up or on the rocks

Godfather...\$6.95

Famous Grouse and Amaretto on the rocks

BEERS

Domestic...\$3.25

Alaskan Amber

Budweiser

Bud Light

Coors Light

Miller Lite

Miller Genuine Draft

Michelob Ultra

Imports...\$4.00

Heineken

Peroni

Corona

Stella Artois

Negra Modelo

NON ALCOHOLIC

San Pelligrino Mineral Water...\$3.50

San Pelligrino Limonata...\$3.50

San Pelligrino Aranciata...\$3.50

Aqua Panna Still Water...\$3.50

Espresso...\$2.95

Cappuccino...\$5.50

APPETIZERS

17 JAN 5 1997 LIC AM1107

***Garlic bread* 5.50**

toasted bread topped with garlic, parmigiano and mozzarella cheese served with a side of marinara

***Toasted cheese ravioli* 6.50**

fried breaded cheese ravioli served with home-made marinara sauce

***Zucchini fritti* 6.95**

fresh breaded fried zucchini

***Zuppa di cozze(mussels in tomato sauce)* 9.50**

fresh tender mussels cooked to order with white wine tomato sauce

***Calamari fritti* 8.95**

lightly seasoned fried calamari

****Chicken wings** 7.95**

hot or b.b.q

***Bruschetta* 6.75**

toasted home-made bread topped with diced fresh tomatoes, fresh basil, garlic and olive oil

SOUPS

***Pasta e fagioli* cup 3.95 bowl 5.95**

***Soup of the day* 3.95 cup 5.95 bowl**

SALADS

****Garden salad** small 3.75 large 6.95**

***Caesar salad* small 3.75 large 6.95**

***Antipasto salad* 12.95**

a bed of greens topped with pepperoni, salami, prosciutto, artichokes hearts, Feta cheese, onions, tomatoes & pepperoncini.

***Grilled chicken Caesar* 11.95**

chopped romaine lettuce, grilled marinated chicken, parmesan cheese, croutons served with dressing on the side

****Grilled chicken salad** 11.95**

marinated chicken breast served over a bed of greens, tomatoes, provolone, onions, bell peppers, olives & artichokes.

***Mediterranean salad* 10.95**

chopped romaine lettuce, kalamata olives, onions, Feta cheese, oregano, tomatoes & cucumbers served with Italian house dressing

PASTA SPECIALTIES

all pastas specialties served with choice of soup or salad

****Penne with smoked salmon and shrimp****

15.95

penne pasta, thin sliced smoked salmon pieces and shrimp in a delicate vodka creamy sauce.

***Lobster ravioli* 16.95**

lobster meat filled ravioli in a creamy tomato garlic sauce

***Mamma Lucia's pappardelle* 14.95**

pappardelle pasta tossed with grilled marinated chicken breast, asparagus, sweet tomatoes in a creamy goat cheese sauce

***Penne tutto bene* 14.75**

sautéed chicken with spinach, sun-dried tomatoes in a creamy vodka tomato sauce.

***Chicken puttanesca** 15.95**

spicy marinara sauce with grilled chicken, capers, olives tossed with spaghetti

PASTAS

all pastas served with choice of soup or salad

***Capellini pomodoro* 11.95**

angel hair pasta with fresh tomatoes, basil, garlic and extra virgin olive oil

***Spaghetti marinara with choice of meat**

sauce, meatballs or sausage* 12.95

***fettuccini Alfredo* 11.95**

homemade Alfredo sauce (add chicken \$3 or shrimp \$4)

***Spicy chicken penne* 13.95**

grilled sliced chicken breast in a spicy rosa sauce

****Gnocchi** 13.95**

potatoes dumplings served with home-made marinara or creamy tomato gorgonzola sauce

***Lasagna* 14.75**

wide noddles layered with ground veal, besciamella sauce, parmigiano, mozzarella cheese and homemade marinara sauce

***Beef ravioli* 14.95**

stuffed ravioli with ground beef tossed in a delicate brown butter sage sauce topped with parmigiano cheese

***Spaghetti puttanesca* 13.50**

SOUPS

Pasta e fagioli cup 3.95 bowl 5.95

Soup of the day 3.95 cup 5.95 bowl

SALADS

Garden salad small 3.75 large 6.95

Caesar salad small 3.75 large 6.95

Antipasto salad 12.95

a bed of greens topped with pepperoni, salami, prosciutto, artichokes hearts, Feta cheese, onions, tomatoes & pepperoncini.

Grilled chicken Caesar 11.95

chopped romaine lettuce, grilled marinated chicken, parmesan cheese, croutons served with dressing on the side

Grilled chicken salad 11.95

marinated chicken breast served over a bed of greens, tomatoes, provolone, onions, bell peppers, olives & artichokes.

Mediterranean salad 10.95

chopped romaine lettuce, kalamata olives, onions, Feta cheese, oregano, tomatoes & cucumbers served with Italian house dressing

Spinach salad 10.95

fresh baby spinach, goat cheese, diced bacon & fresh tomatoes

Shrimp salad 14.50

a bed of spring mix topped with gorgonzola cheese, bacon, tomatoes, grilled shrimp & served with a side our home-made Italian dressing

Grilled salmon salad 14.95

grilled fresh salmon on mixed greens, gorgonzola cheese, onions, sweet tomatoes, asparagus served with house vinaigrette

Caprese salad 10.95

sliced vine-ripe tomatoes fresh mozzarella and basil.

PASTAS

all pastas served with choice of sauce or salad

Capellini pomodoro 11.95

angel hair pasta with fresh tomatoes, basil, garlic and extra virgin olive oil

Spaghetti marinara with choice of meat sauce, meatballs or sausage 12.95

fettuccini Alfredo 11.95

homemade Alfredo sauce (add chicken \$3 or shrimp \$4)

Spicy chicken penne 13.95

grilled sliced chicken breast in a spicy rosa sauce

Gnocchi 13.95

potatoes dumplings served with home-made marinara or creamy tomato gorgonzola sauce

Lasagna 14.75

wide noddles layered with ground veal, besciamella sauce, parmigiano, mozzarella cheese and homemade marinara sauce

Beef ravioli 14.95

stuffed ravioli with ground beef tossed in a delicate brown butter sage sauce topped with parmigiano cheese

Spaghetti puttanesca 13.50

spicy marinara sauce with capers, olives tossed with spaghetti

Tortellini mushrooms 14.95

ground meat filled pasta in mushroom Alfredo sauce.

Cheese ravioli 13.95

jumbo cheese ravioli in marinara sauce

LINGUINI VONGOLE 15.75

baby clams in a choice of garlic white wine sauce or tomato sauce

**VITELLO'S QUICK REWARDS JOIN US
TODAY IT'S FREE!!**

(extra charge may apply for substitutions or shared dinners)

CHICKEN

****Chicken alla parmigiana** 14.95**

chicken breast breaded with parmesan cheese baked in our homemade marinara sauce topped with mozzarella served with a side

***Chicken al Marsala* 14.95**

chicken breast sautéed in a mushroom Marsala sauce served with a side

***Chicken piccata* 14.95**

sautéed chicken breast with capers in a lemon white wine sauce served with a side

***Chicken Pinocchio* 15.95**

lightly breaded chicken breast topped with spinach, mushrooms in a creamy gorgonzola sauce over angel hair pasta

***Chicken scaloppine* 14.95**

sautéed chicken breast with garlic, oregano and mushrooms in a white wine sauce served with a side

***Creamy garlic chicken* 15.95**

marinated grilled chicken breast topped with creamy garlic sauce, mushrooms, asparagus and sun dried tomatoes

VEAL

veal entrées served with choice of soup or salad and a side dish

***Veal al marsala* 19.95**

veal medallions sautéed mushroom marsala wine sauce

***Veal piccata** 19.95**

sautéed veal medallions with capers in a lemon white wine sauce

***Veal alla parmigiana* 19.95**

breaded veal medallions with parmesan cheese baked with tomato sauce topped with mozzarella

***Veal mezza luna* 19.95**

breaded veal medallions sautéed with prosciutto in a creamy tomato vodka sauce & parmigiano

***Veal pinocchio* 19.95**

lightly breaded veal medallions topped with spinach, mushroom, creamy gorgonzola sauce baked with mozzarella

SEAFOOD & ENTRÉES

seafood & meats served with choice of soup or salad

***Eggplant alla parmigiana* 14.50**

baked tender slices of eggplant with parmesan cheese layered with marinara sauce & mozzarella cheese served with a side

****Sausage alla Romano** 14.50**

sautéed Italian mild sausage with white wine, bell peppers, onions a touch of marinara sauce served over spaghetti

Spicyfra-Diavolo del mare** 16.95**

shrimp, scallops, calamari in a spicy zesty tomato sauce served over linguini.

***Shrimp scampi* 15.95**

angel hair pasta tossed with shrimp in a lemon garlic white wine butter sauce topped with parsley

**** Fettuccini mare monte** 16.95**

sea scallops, shrimp, sun-dried tomatoes, spinach in a creamy gorgonzola sauce with fettuccine pasta

***Tilapia puttanesca* 14.95**

baked tilapia filet in a capers, anchovies, olives and tomato sauce over angel hair pasta

***Bistecca Toscana* 18.75**

9 oz choice center cut strip steak cook to temperature topped with mushroom creamy gorgonzola sauce served with a side

Bistecca con gamberi (steak & shrimp scampi) 24.95

9 oz choice center cut strip steak cooked to temperature topped with shrimp in a garlic lemon white wine butter sauce served with a side

***Cioppino tutto mare* 21.95**

sautéed fresh mussels, calamari, clams, shrimp, scallop in a white wine tomatoes sauce served over linguini

***Tilapia nel nido* 15.95**

tilapia baked in a fresh garlic olive oil white wine, oregano light spicy sauce served over sautéed spinach served with a side

***Salmone alla grillia* 17.95**

grilled fresh salmon filet topped with lemon butter sauce and served with vegetables and pasta

***Creamy garlic chicken* 15.95**

creamy garlic chicken breast topped with creamy mushroom sauce

tomatoes

VEAL

veal entrées served with choice of soup or salad and a side dish

***Veal al marsala* 19.95**

veal medallions sautéed mushroom marsala wine sauce

***Veal piccata** 19.95**

sautéed veal medallions with capers in a lemon white wine sauce

***Veal alla parmigiana* 19.95**

breaded veal medallions with parmesan cheese baked with tomato sauce topped with mozzarella

***Veal mezza luna* 19.95**

breaded veal medallions sautéed with prosciutto in a creamy tomato vodka sauce & parmigiano

***Veal pinocchio* 19.95**

lightly breaded veal medallions topped with spinach, mushroom, creamy gorgonzola sauce baked with mozzarella

SIDES

Steamed broccoli

sautéed onions and broccoli

Spaghetti marinara

Sautéed spinach and garlic(add \$2)

Fettuccine alfredo(add \$2)

**grilled asparagus*(add \$4)*

(extra charge may apply for substitutions or shared dinners)

****Fennel and shrimp** 22.95**

sea scallops, shrimp, fennel, dill, lemon, cream, gorgonzola sauce with fennel and pasta

***Tilapia puttanesca* 14.95**

baked tilapia filet in a capera anchovies, olives and tomato sauce over angel hair pasta

***Bistecca Toscana* 18.75**

9 oz choice center cut strip steak cook to temperature topped with mushroom creamy gorgonzola sauce served with a side

Bistecca con gamberi(steak&shrimp scampi) 24.95

9 oz choice center cut strip steak cooked to temperature topped with shrimp in a garlic lemon white wine butter sauce served with a side

***Cioppino tutto mare* 21.95**

sautéed fresh mussels, calamari, clams, shrimp, scallop in a white wine tomatoes sauce served over linguini

***Tilapia nel nido* 15.95**

tilapia baked in a fresh garlic olive oil white wine oregano light spicy sauce served over sautéed spinach served with a side

***Salmon alla grillia* 17.95**

grilled fresh salmon filet topped with lemon butter sauce and served with vegetables and pasta

PER BAMBINI (for kids)

beverages for kids 10 years and younger included

Cheese ravioli with red sauce 5.95

8" cheese pizza 5.50

8" pepperoni pizza 5.75

Spaghetti with meatball 6.75

penne with butter and parmesan cheese 5.95

Fettuccine alfredo 6.75

PIZZA

pizzas are made from scratch, with home-made dough topped with home-made tomato sauce mozzarella, fresh ingredients and cooked to order

	12"	14"	18"
-CHEESE	8.75	10.75	14.75
-GARLIC WHITE	9.75	12.75	16.75
<i>chopped fresh garlic, extra virgin olive oil & parmigiano cheese</i>			
-PINOCCHIO	12.75	15.50	21.75
<i>creamy white gorgonzola sauce, spinach, grilled chicken breast & mushrooms</i>			
-VITELLO'S	11.95	14.95	19.95
<i>spinach, bacon, goat cheese, mushrooms & Italian mild sausage</i>			
-CATALINA	11.95	14.95	19.95
<i>pepperoni, black olives, bell peppers, onions, mushrooms & Italian mild sausage</i>			
-QUATTRO FORMAGGI	10.75	14.75	18.75
<i>(4cheese) gorgonzola, mozzarella, Parmigiano, Swiss</i>			
-VEGETARIAN	11.50	14.50	18.75
<i>black olives, bell peppers, onions, mushrooms & fresh tomatoes</i>			
-ZEYNA	12.50	14.00	18.00
<i>(no tomato sauce) extra virgin olive oil, chopped fresh garlic, spinach, grilled chicken breast & Parmigiano cheese</i>			
-MEAT LOVERS	12.00	16.50	20.75
<i>pepperoni, bacon, ground beef & Italian mild sausage</i>			
-HAWAIIAN	10.50	14.75	18.75
<i>Canadian bacon & pineapple</i>			
-EXTRA TOPPING	1.00	1.50	2.00

CREATE YOUR OWN PIZZA

Extra cheese, extra sauce, anchovies, onions, mushrooms, pepperoni, Italian mild sausage, spinach, fresh tomatoes, bacon, black olives, green olives, Canadian bacon, fresh basil, grilled chicken, pineapple, bell

VEGETARIAN	12.50	16.50	20.75
<i>black olives, bell peppers, onions, mushrooms & fresh mushrooms</i>			
-ZEYNA	12.50	16.00	18.00
<i>(no tomato sauce) extra virgin olive oil, chopped fresh garlic, spinach, grilled chicken breast & Parmigiano cheese</i>			
-MEAT LOVERS	12.00	16.50	20.75
<i>pepperoni, bacon, ground beef & Italian mild sausage</i>			
-HAWAIIAN	10.50	14.75	18.75
<i>Canadian bacon & pineapple</i>			
-EXTRA TOPPING	1.00	1.50	2.00

CREATE YOUR OWN PIZZA

Extra cheese, extra sauce, anchovies, onions, mushrooms, pepperoni, Italian mild sausage, spinach, fresh tomatoes, bacon, black olives, green olives, Canadian bacon, fresh basil, grilled chicken, pineapple, bell peppers, goat cheese, ground beef, ham, fresh garlic, jalapeño, meatballs

CALZONE

-CHEESE CALZONE	7.95
<i>filled with mozzarella cheese and served with a side of marinara sauce</i>	
-FOUR CHEESE CALZONE	9.95
<i>filled with mozzarella, gorgonzola, Swiss and parmigiano cheese served with a side of marinara sauce</i>	
-CATALINA CALZONE	10.95
<i>filled with mozzarella cheese, pepperoni, sausage served with a side of marinara sauce</i>	



17 JAN 5 Lique. Dept PM1231

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

RESTAURANT OPERATION PLAN

DLLC USE ONLY LICENSE # 12104487

1. Name of restaurant (Please print): Vitello's Ristorante Italiano

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

Table with 2 columns: Equipment Type and Description. Rows include Grill (APW, Wyatt, 3 sq ft), Oven (Bakers Pride, 404B, 50 cu ft), Freezer (Beverage Air, EF24-IAS, 23.1 cu ft), Refrigerator (ColdTech, J2GR-47L, 30 cu ft), Sink (Morlo, 3-sink), Dish Washing Facilities (ADS, AF, 10 cu ft), Food Preparation Counter (Dimensions) (30 in x 48 in), and Other.

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

4. List the seating capacity for:

- a. Restaurant dining area of your premises: (Do not include patio seating) 120
b. Bar area of your premises: 0
c. Total dining and bar seating capacity of your premises: 120

5. What Type of dinnerware and utensils are utilized within your restaurant?
[checked] Reusable [] Disposable [] Both

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

7. What percentage of your public premises is used primarily for restaurant dining? (Do not include kitchen, bar, hi-top tables, or game area.) 100 %

17 JAN 6 Lique. Lic. PM1137

Exhibit A: Assets list for Vitello's Ristorante Italiano

December 29, 2016

Quantity	Description
1	10'x6' Walk-in cooler
1	6'x6' Walk-in freezer
1	Single Door freezer (Beverage Air)
1	80 QT Mixer (Berkel)
1	Dough roller (Somerset)
1	Commercial microwave (sharp)
6	Stainless steel wall-mount shelves
1	30"x30" metro wire shelve
3	60"x24" metro wire shelve
1	24"x24" metro wire shelve
2	18"x18" metro wire shelve
4	24"x 48" metro wire shelve
1	Ice machine with bin (Ice-o-Matic)
2	Baker Pride pizza oven (66"x42"x62")
1	Refrigerated pizza prep table
1	Sandwich prep table
1	Deep fryer
1	Gas pasta cooker
1	6 burners gas stove with oven
2	4 burners range
1	Grill
1	Meat slicer
1	3 compartment kitchen sink
1	Dishwasher + 2 tables connected
1	Hood pizza oven (82"x62") + exhaust fan
1	Kitchen hood (13'x48") + exhaust fan
1	Stainless steel corner wall(13'x48"x80")
1	2 glass doors beverages cooler
1	2 sections POS system + 3 printers
1	2 sections soup warmer table
1	Buffet refrigerated bar with sneeze guard
1	Buffet food warmer with sneeze guard
2	Food warmer
1	Bussing tables cart
1	Under counter White freezer
1	Single door sandwich prep table
2	Kitchen hand sink
5	50 qt garbage cans
1	Water heater
2	Prep table (30"x30")
2	Stainless steel table (24"x48")
1	Prep table (60"x30")

*17 JAN 6 11P. LIC. PH11307

Exhibit A: Assets list for Vitello's Ristorante Italiano

December 29, 2016

1	Prep table (72"x30")
3	Prep table (18"x30")
2	Prep table (36"x48")
1	Metro rack shelve 18"x24"
1	Heat lamp 48"
1	Wine rack display
60	Tumble glass
60	Wine glass
10	Full liter wine carafes
10	Half liter carafes
20	Glassware
80	Salad bowl
60	Bread plate
20	Soup cup
60	Pasta bowl 14"
50	Flat plate 14"
20	Small dish
20	Brad basket
8	Pizza stands
10	Water serving pitchers
1	Dough rack
12	Dough try
1	Wine rack
1	4 decoration mirror
6	Ceiling fan
2	Corner round booths fits 8 ppl each
11	Tiffany stain glass hanging lights
15	Metal hanging lights
17	4 top table
13	2 top table
53	Chair
4	Single booth
4	Double booth
1	Office desk
1	Office cabin
1	Safe
1	Music Amplifier + 4 speakers
A lots of	Servings, half sheet trays, full sheets, tray, utensils...
50	12",14",16" cooking pans
50	12",14",19" pizza screen
27	Pizza trays
60	Clear container
4	Big cooking pot
150	Forks, knives, spoons
20	Coffee cups

17 JAN 6 11:41 AM '07

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

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

Live band 1 x a month

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

Position	How many
Cooks	2
Bartenders	0
Hostesses	1
Managers	1
Servers	4
Other (<u>Dishwasher</u>)	1
Other ()	
Other ()	

I, Jeffrey S Bridge, hereby declare that I am the APPLICANT filing this application.
 (Print full name)

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

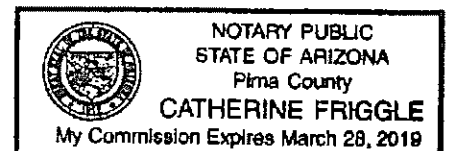
X Jeffrey S Bridge
 (Signature of APPLICANT)

NOTARY

State of AZ County of PIMA

The foregoing instrument was acknowledged before me this 30 day of DECEMBER 2016
Day Month Year

My Commission Expires on: 3/28/2019 Catherine Friggle
Date Signature of Notary Public





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

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

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

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

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

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

NOTARY

I, (Print Full Name) Jeffrey S. Bridge, have read and understand all aspects of this statement

X (Signature) Jeffrey S. Bridge State of AZ County of PIMA
Contracting Person / Agent the foregoing instrument was acknowledged before me this

30 of DECEMBER 2010
Day Month Year

My commission expires on: 3/28/2019

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
CATHERINE FRIGGLE
My Commission Expires March 28, 2019

Catherine Friggle
Signature of NOTARY PUBLIC

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

REGISTRATION COMMISSION
FILED

DEC 03 2016

FILE NO. L-2141786-0

AR Coord. Commission
05728841

As for each item that has a box to be checked:

ARTICLES OF ORGANIZATION

Read the Instructions 1.01.0

- ENTITY TYPE** - check only one to indicate the type of entity being formed:
 - LIMITED LIABILITY COMPANY**
(entity name must contain the words "Limited Liability Company" or "LLC")
 - PROFESSIONAL LIMITED LIABILITY COMPANY**
(entity name must contain the words "Professional Limited Liability Company" or "PLLC")
- ENTITY NAME** - see Instructions 1.01.0 for all naming requirements - give the exact name of the LLC:
JIB&M Enterprises, LLC
- PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** - If and only if professional LLC is checked in number 1 above, describe the professions services that the professional LLC will provide. (Outpatient, law firm, accounting, medicine)

4. STATUTORY AGENT for service of process - see Instructions 1.01.01

4.1 REQUIRED - give the name (use an Arizona resident or an Arizona-registered entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:	4.2 OPTIONAL - mailing address in Arizona of Statutory Agent (not to a P.O. Box):
Corporate Agents of Arizona, LLC 1800 E Broadway Blvd Suite 124 Tucson, AZ 85719	
4.2 requires the Statutory Agent Information Form 70002 must be submitted along with these Articles of Organization.	

- ARIZONA BUSINESS PLACE OF BUSINESS ADDRESS**
 - Is the Arizona (business) place of business address the same as the street address of the statutory agent?
 - Yes - go to number 6 and continue
 - No - go to number 5.2 and continue
 - If you answered "No" to number 5.1, give the physical or street address (not a P.O. Box) of the Arizona place of business of the LLC in Arizona:

Business Address: 9420 E Main Loop Tucson, AZ	
State: Tucson, AZ	ZIP Code: 85749
Country: U.S.A.	

AR 70002
Rev 1/04

Arizona Department of Commerce - Regulatory Division
Page 4 of 7

*17 JAN 6 1:09 PM 1307

6. DURATION - If the duration or life period of the LLC is perpetual (forever), then skip this section and continue to number 7 or number 8. Otherwise, check only one box below and fill in the corresponding blank:

- The LLC's life period will end on the date: Perpetual (specify a date)
- The LLC's life period will end upon the occurrence of the event: (describe an event)

COMPLETE NUMBER 7 OR NUMBER 8 - NOT BOTH.

7. MANAGER-MANAGED LLC - see Instructions LD401 - check this box if management of the LLC will be vested in a manager or managers (meaning one or more managers will run the company) and complete and attach ONLY the Manager Structure Attachment form LD401. (Both members and managers will be listed on the Manager Structure Attachment.) The filing will be rejected if it is submitted without the attachment.

8. MEMBER-MANAGED LLC - see Instructions LD401 - check this box if management of the LLC will be reserved to the members (meaning all members will run the company together if there is no operating agreement stating otherwise), and complete and attach ONLY the Member Structure Attachment form LD401. (All members will be listed on the Member Structure Attachment.) The filing will be rejected if it is submitted without the attachment.

9. ORGANIZER and SIGNATURE - the individual or pre-existing entity submitting this document is the Organizer - list the name of the Organizer below. If the Organizer is an individual, that individual must sign below. If the Organizer is a pre-existing entity, provide the signature of the individual acting for that entity; then print the individual's name.

The person signing below declares and certifies under penalty of perjury that the information contained within is in accordance with any attachments to this and correct, and is submitted in compliance with Arizona law.

Organizer: Jeffrey S Bridge

Jeffrey S Bridge November 30, 2016

Signature Date

Jeffrey S Bridge

Printed Name (if different from Organizer)

Filing Fee: \$30.00 (regular processing) Expedited processing - add \$32.00 to filing fee. All fees are non-refundable - see instructions.	To: Arizona Corporation Commission Corporate Filings Section 1300 N. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	--

Please be advised this A.C.C. form reflects only the minimum information required by statute. You should consult with your attorney or accountant for complete and correct information. This document is not intended to constitute an offer of any financial product or service. If you have any questions regarding this information, please call 602-542-4100 or contact Arizona only toll-free 800-451-1234.

FORM 309
Rev. 2016

A-2016 Corporation Commission - Proprietary Document
Page 2 of 3



MEMBER STRUCTURE ATTACHMENT

1. **MEMBER NAME** - give the exact name of the LLC (include LLCs - give name in state or country)
JBEM Enterprises, LLC

2. **A.C.C. FILE NUMBER OR ID NUMBER** **N-2140122-5**

3. **MEMBERS** - give the name and address of all members. If more space is needed, use another Member Structure Attachment form.

Jeffrey S Bridge			Erin E Malone Bridge		
9420 E Marco Lane			9420 E Marco Lane		
Tucson	AZ	85749	Tucson	AZ	85749
UNITED STATES			UNITED STATES		
Address 2 (optional)			Address 2 (optional)		
Address 3			Address 3		
Address 4 (optional)			Address 4 (optional)		
Address 5			Address 5		
Address 6 (optional)			Address 6 (optional)		
Address 7			Address 7		
Address 8 (optional)			Address 8 (optional)		
Address 9			Address 9		
Address 10 (optional)			Address 10 (optional)		
Address 11			Address 11		
Address 12 (optional)			Address 12 (optional)		
Address 13			Address 13		

STATUTORY AGENT ACCEPTANCE

Please read Instructions #0021

1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

JBAEM Enterprises, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):

Find the A.C.C. file number on the upper cover of filed documents on our website at: <http://www.azcc.com/Online/Company>

3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity):

CORPORATE AGENTS OF ARIZONA, LLC

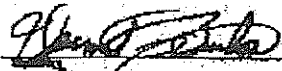
- 3.1 Check one box:
- The statutory agent is an individual (natural person).
 - The statutory agent is an entity.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT



HERMIT BURTON

11/30/2016

REQUIRED - check only one:

- Individual as statutory agent: I am signing on behalf of myself as the individual.
- Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (regular processing) Expedited processing - add \$35,000 to filing fee. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Policy Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4300
--	--

Please be advised that A.C.C. fees reflect only the minimums provided by statute. The applicant's private legal counsel for these matters may permit to the limited extent of your business. All documents filed with the Arizona Corporation Commission are public documents and are open for public inspection. If you have questions regarding Instructions, please call 602-542-5000 or e-mail Arizona.cca@azcc.com.

ARIZONA
Rev. 2/08

Arizona Corporation Commission - Corporate Policy Section
Page 1 of 1

OPERATING AGREEMENT
of
JB&EM Enterprises, LLC

This Operating Agreement (the "Agreement") made and entered into this 30th day of December, 2016 (the "Execution Date"),

BETWEEN:

Jeffrey S Bridge of 9420 East Margo Lane, Tucson, Arizona 85749, and
Erin E Bridge of 9420 East Margo Lane, Tucson, Arizona 85749

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Arizona. The rights and obligations of the Members will be as stated in the Arizona Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be JB&EM Enterprises, LLC.

Purpose

- 3. own and operate a restaurant.

Term

17 JAN 6 Licr. Lic PH1107

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 9420 East Margo Lane, Tucson, Arizona 85749 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Jeffrey S Bridge	Capital contribution	\$32,500.00
Erin E Bridge	Capital contribution	\$32,500.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
8. Each Member will receive an equal share of any Distribution.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:
 - o Jeffrey S Bridge
18. The duties and responsibilities of the Managers will include the following:
 - o Perform the duties that the Members determine from time to time.
19. The limitations on the powers and authority of the Managers will include the following:
 - o All activities or transactions must be approved by the Members.
20. A new Manager may be added to the Company with a unanimous vote of the Members.
21. A Manager will be reimbursed for expenses directly related to the operation of the Company.
22. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.
23. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.
24. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

25. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

26. Only the following individuals have authority to bind the Company in contract: Any Member.

Duty of Loyalty

27. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

28. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

29. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
30. Regular meetings of the Members will be held only as required.

Voting

31. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

32. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
33. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as

are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

34. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
35. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
36. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

37. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
38. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

39. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the

withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

40. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
41. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
42. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
43. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

44. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

45. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

46. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

47. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
48. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
49. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

50. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
51. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

52. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
53. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
54. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

55. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

56. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

57. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

58. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

59. The tax matters partner will be Jeffrey S Bridge (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.

60. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

61. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

- b. Income statement.
- c. Balance sheet.
- d. Cash flow statement.
- e. A breakdown of the profit and loss attributable to each Member.

Goodwill

62. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

63. The Members submit to the jurisdiction of the courts of the State of Arizona for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

64. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

65. No Member may do any act in contravention of this Agreement.
66. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
67. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

68. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
69. No Member may confess a judgment against the Company.
70. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

71. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

72. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

73. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

74. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

75. The following actions will require the unanimous consent of all Members:

- a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

Amendment of this Agreement

76. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

77. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

78. Time is of the essence in this Agreement.

79. This Agreement may be executed in counterparts.

80. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

81. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

82. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

83. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

84. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

85. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

86. For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Arizona where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 30th day of December, 2016.

SIGNED, SEALED, AND DELIVERED

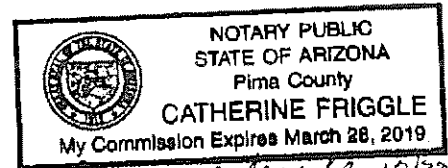
in the presence of:

Witness: Patricia A. Taylor (Sign)

Witness Name: Patricia A. Taylor

Jeffrey S Bridge

Jeffrey S Bridge (Member)



Catherine Friggle 12/30/16

SIGNED, SEALED, AND DELIVERED

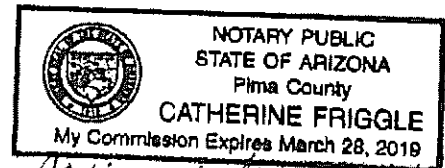
in the presence of:

Witness: Patricia A. Taylor (Sign)

Witness Name: Patricia A. Taylor

Erin E Bridge

Erin E Bridge (Member)



Catherine Friggle 12/30/16



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

Douglas A. Ducey
GOVERNOR

John Cocca
DIRECTOR

January 6, 2017

Jeffrey S. Bridge
Vitello's Ristorante Italiano
9420 E Margo Ln
Tucson, AZ 85749

Re: Application No. 12104487

Mr. Bridge:

The following information is required to continue processing your application:

Proof of required Liquor Law Training for persons involved in the day to day operations of the business per substantive policy as outlined below.

- Completion of the Liquor Law Training Courses is required prior to issuance of a license. Such training must have been completed within the last three years.
- The person(s) required to attend both the Basic Liquor Training and Management Training, (either on sale or off sale), will include the following: owner(s), licensee/agent or manager(s) who are actively involved in the day to day operations of the business.
- Before acceptance of a Managers Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on sale or off sale) will be required.

If you have any questions, please contact me at (602) 542-9060.

Thank you,

Jenaka Wagner
Customer Service Representative

800 WEST WASHINGTON, 5th FLOOR PHOENIX, ARIZONA 85007-2934 PHONE (602) 542-5141 FAX (602) 542-5707

WWW.AZLIQUOR.GOV

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