

# 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) 351-8456

March 25, 2014

Mr. Daniel Dominic Scordato  
Vivace Restaurant  
6440 N. Campbell Avenue  
Tucson, AZ 85718

RE: Pima County Liquor License No.: 14-04-9172  
d.b.a. Vivace Restaurant

Dear Mr. Scordato: \_\_\_\_\_

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 February 26, 2014. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, April 8, 2014, at 9:00 a.m. or thereafter, at the following location:

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

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

Sincerely,

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

Robin Brigode  
Clerk of the Board

Enclosure

## ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

## AFFIDAVIT OF POSTING

Date of Posting: 3-3-14 Date of Posting Removal: 3-24-14

**Vivace Restaurant**

Applicant Name: Scordato Daniel Dominic  
Last First Middle

Business Address: 6440 N. Campbell Avenue Tucson, AZ 85718  
Street City Zip

License #: 14-04-9172  
12104289

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 520-300-3161  
Print Name of City/County Official Title Telephone #

 3-24-14  
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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Tucson, Arizona 85714  
Phone: (520) 351-8454 • Fax: (520) 351-8456

TO: Development Services, Zoning Division

FROM: Brian Turco *BT*  
Administrative Support Specialist

DATE: February 27, 2014

RE: Zoning Report - Application for Liquor License

Attached is the application of:

Daniel Dominic Scordato  
d.b.a. Vivace Restaurant  
6440 N. Campbell Avenue  
Tucson, AZ 85718

Pima County Liquor License No. 14-04-9172  
Series 12, Restaurant  
New License X  
Person Transfer     
Location Transfer   

ZONING REPORT

DATE: 3/5/14


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:                     

  
Pima County Zoning Inspector

MR 0514M1166 PC CLKUF 30



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Tucson, Arizona 85714  
Phone: (520) 351-8454 • Fax: (520) 351-8456

TO: Pima County Sheriff's Department  
Investigative Support Unit

FROM: Brian Turco *BT*  
Administrative Support Specialist

DATE: February 27, 2014

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Daniel Dominic Scordato  
d.b.a. Vivace Restaurant  
6440 N. Campbell Avenue  
Tucson, AZ 85718

Pima County Liquor License No. 14-04-9172  
Series 12, Restaurant  
New License X  
Person Transfer     
Location Transfer   

SHERIFF'S REPORT

DATE: 03/13/14

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

NOTHING NOTED.

*[Signature]*  
Investigative Support Unit Supervisor

MMR1714M0120PCCLKT-BD

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

Packet 2  
14-04-9122

**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) *\$ 338*

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

1. Type of License(s): 12, Restaurant

2. Total fees attached:

Department Use Only  
\$ 338.00

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

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

**SECTION 4** Applicant

1. Owner/Agent's Name: ☒ Mr. Scordato Daniel Dominic  
(Insert one name ONLY to appear on license) Last First Middle  
2. Corp./Partnership/L.L.C.: GDL Restaurants, INC. B1012187  
(Exactly as it appears on Articles of Inc. or Articles of Org.)  
3. Business Name: Vivace Restaurant B1011948  
(Exactly as it appears on the exterior of premises)  
4. Principal Street Location 6440 North Campbell Avenue Tucson Pima 85718  
(Do not use PO Box Number) City County Zip  
5. Business Phone: 520-795-7221 Daytime Phone: 520-661-2228 Email: junna.vivace@comcast.net  
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO  
7. Mailing Address: 6440 North Campbell Avenue Tucson AZ 85718  
City State Zip  
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

**DEPARTMENT USE ONLY**

Fees: \$100.00 Application \$100.00 Interim Permit \$50.00 Site Inspection \$88.00 Finger Prints \$ 338.00  
TOTAL OF ALL FEES

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

Accepted by: DW Date: 2/21/14 Lic. # 12104289

**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. \_\_\_\_\_
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? \_\_\_\_\_

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

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,  
(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

See attached letter from

☒ landlord & lease agreement

(Signature)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

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

\_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

**AMENDMENT**

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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

**1. Individual:**

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

**2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO**

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

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

## SECTION 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. 12100137
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? 9-18-13\*\*see attached

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION. *Please see prior correspondence, attached*

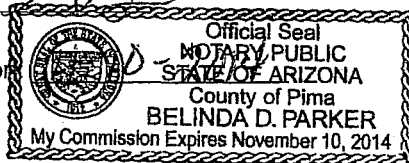
I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,

(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X [Signature]  
(Signature)

My commission expires on



State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

27 day of January, 2014  
Day Month Year

Belinda D Parker  
(Signature of NOTARY PUBLIC)

14 JAN 30 14, 1:14 PM '14

## SECTION 6 Individual or Partnership Owners:

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

### 1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
_____	_____	_____	_____	_____	_____	_____	_____

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

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

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

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

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

STATE OF ARIZONA  
DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE  
License 12100137

Issue Date: 1/6/1993

Expiration Date: 9/30/2014

Issued To:

THOMAS ROBERT AGUILERA, Agent  
AM RESTAURANT CORP, Owner

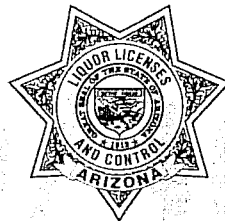
Restaurant

Location:

ANTHONY'S IN THE CATALINAS  
6440 N CAMPBELL AVE  
TUCSON, AZ 85718

Mailing Address:

THOMAS ROBERT AGUILERA  
AM RESTAURANT CORP  
ANTHONY'S IN THE CATALINAS  
4554 E CAMP LOWELL DR  
TUCSON, AZ 85712



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: 11/10/1992 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.:

**AMENDMENT**

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 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.: GDL Restaurants, INC.  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 11-6-92 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 0527-545 - 3 Date authorized to do business in AZ: 11-10-92
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
Scordato	Daniel	Dominic	Pres./Tres.	6440 North Campbell Ave.	Tucson, AZ 85718
Scordato	Daniel	Dominic	V.P./ Sec.	6440 North Campbell Ave.	Tucson, AZ 85718
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(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
Scordato	Daniel	Dominic	100	6440 North Campbell Ave.	Tucson, AZ 85718
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

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

2. Is club non-profit?
- ☐
- YES
- ☐
- NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

**SECTION 11 Person to Person Transfer:**

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

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: \_\_\_\_\_  
(Other than business) Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

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

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

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

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

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

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

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

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

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

- a) Restaurant license (§ 4-205.02)  
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)
4. If the premises is leased give lessors: Name Joe P. Tassone Trust  
Address 250 West Main Street Union town, PA, 15401  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ 12000 What is the remaining length of the lease 7 yrs. ~    mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other Please see attached lease, section 13.2  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ zero  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? full service restaurant

## COMMERCIAL LEASE

Lease  
over +  
section 13.2

This Commercial Lease (the "Lease"), dated October \_\_, 2013, is made by and between **JOSEPH P. TASSONE TRUST**, (the "Landlord") and **GDL RESTAURANTS, INC.**, an Arizona corporation (the "Tenant").

(1/4)

1. **Premises.** Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in Pima County, Arizona, commonly known as: 6440 North Campbell Avenue, Tucson, Arizona 85718, also known as Lot 56 of Catalina Foothills Estates No. 6, except the South 228.76 feet thereof (the "Premises").

2. **Term.** The term of this Lease shall be for ninety (90) months, commencing on SEPTEMBER 9, 2013 (the "Commencement Date") and subject to the terms and conditions of this Lease, expiring on last day of the ninetieth (90<sup>th</sup>) month thereafter, unless extended as further provided herein in paragraph 20. (the "Term"). The Commencement date shall be determined as set forth in paragraph 3.3 following.

### 3. Rent.

3.1 **Base Rent.** Tenant shall pay Landlord initial monthly base rental on the first day of each month, which monthly rental shall be the sum of Ten Thousand and no/100 Dollars (10,000.00) net, net, net of all insurance, taxes, and expenses and shall continue for the first full year of the Lease. The regular base monthly rental of Twelve Thousand and no/100 Dollars (\$12,000) shall commence on the first day of the thirteenth month of the Lease, net, net, net and shall continue for the remaining 78 months of the initial term of the Lease. The base rental sums described in this paragraph are hereinafter described as the Base Rent.

3.2 **Additional Rent.** Tenant further agrees to pay to Landlord, in addition to the Base Rent, Tenant's proportionate share of all privilege, sales, excise, rental, Real Estate Taxes (as defined in Section 9.2 below), Landlord's Insurance (as defined in Section 7.1 below), and other taxes (except income taxes) imposed now or hereafter imposed by any governmental authority upon the rentals and all other amounts herein provided to be paid by Tenant (the "Additional Rent"). The Additional Rent shall be in addition to and accompanying each monthly payment of the Base Rent made by Tenant to Landlord. Tenant agrees to impound each month and pay to the Landlord with the Base Rent the Additional Rent. In the event that the impound is more or less than the actual amount of Real Estate Tax and Landlord's Insurance due, there shall be an adjustment made to the Additional Rent within thirty (30) days of the determination of the actual amount of Real Estate Tax and Landlord's Insurance due. In the event additional Real Estate Tax and/or Landlord's Insurance is due, Tenant shall make an additional payment equal to the amount due as Additional Rent within thirty (30) days of receipt of notice of the determination of the actual amount due to the Landlord by the Tenant. In the event there has been an overpayment, Tenant shall be entitled to a credit against future payments of Additional Rent or, if no future Additional Rent is due, to a refund of any excess payment from the Landlord.

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13. **Defaults; Remedies.**

13.1 **Defaults by Tenant.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Tenant:

13.1.1 The vacating or abandonment of the Premises by Tenant; provided, however, that if Tenant makes best efforts to find a subtenant and pays for the costs of a broker retained by Landlord to release the Premises and the Premises is leased to another tenant, then the vacating or abandonment of the Premises shall not be an event of default.

13.1.2 The failure by the Tenant to make any payment of Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, as and when due, however, Landlord shall first give Tenant ten (10) days written notice of such failure and Tenant shall then fail to cure said failure within said 10 day period.

13.1.3 The failure by Tenant to observe or perform any of the covenants, conditions, provisions of this Lease to be observed or performed by Tenant, other than described in subsection 13.1.2 above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant, provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.

13.1.4 (i) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

13.2 **Remedies upon Tenant's Breach.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

13.2.1 Terminate this Lease, or from time to time, without terminating this Lease, relet the Premises or any part thereof on such terms and conditions as Landlord, in its sole discretion, shall determine with the right to make alterations and repairs to said Premises; provided, however, that Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting. In the event Landlord relets the Premises from time to time, the rentals so received shall be applied first to the payment of any obligation other than rent due hereunder from Tenant to Landlord, then to the payment of the cost of such reletting, including attorney's fees and broker's commission that Landlord may have paid or incurred in connection with such repossession and

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Lease 13.2  
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be deemed to have terminated this Lease or the liability of Tenant for the total rent reserved hereunder unless Landlord shall give to Tenant written notice of Landlord's election to terminate this Lease. In the event that Landlord shall terminate this Lease as provided herein, Landlord shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, or the excess, if any, of the Base Rent, Additional Rent and other charges required to be paid by Tenant hereunder for the balance of the Term (if this Lease had not been so terminated) over the then reasonable rental value of the Premises for such period.

**13.2.6** The remedies of the Landlord as set forth in Section 13.2 shall be deemed cumulative and not exclusive.

**13.3 Late Charges.** Tenant hereby acknowledges that late payment by the Tenant to the Landlord of Base Rent and/or Additional Rent due hereunder will cause the Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Base Rent and/or Additional Rent due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

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**13.4 Default by Landlord and Remedies upon Landlord's Breach.** The Landlord shall not be deemed in default of this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to the Tenant in writing specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of the Landlord's obligations is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commence performance within such 30-day period and thereafter diligently prosecutes the same to completion. If the Landlord does not perform, Landlord's mortgagee may perform in Landlord's place and the Tenant must accept such performance. In no event shall the Tenant have the right to terminate this Lease as a result of the Landlord's default, and the Tenant's remedies shall be limited to damages and/or an injunction.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 20% of the floor area of the improvements on the Premises, or more than 20% of the land area of the Premises that is not occupied by any improvements, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing only within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the

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reletting, then to the payment of the costs of any alteration or repair to the Premises to make them tenantable or acceptable to a new tenant, then to the payment of Base Rent or Additional Rent due and unpaid hereunder, and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same may become due and payable hereunder. Whether or not the Premises are relet, Tenant shall pay Landlord all amounts required to be paid by Tenant up to the date of Landlord's re entry and thereafter Tenant shall pay Landlord until the end of the term the amount of all rentals and other charges required to be paid by Tenant hereunder, less the proceeds of such reletting during the term hereof, if any, after payment of the foregoing expenses. Unpaid installments of Base Rent or Additional Rent or other sums shall bear interest from the date due at the rate of 15% per annum. In the event the Tenant shall have abandoned the Premises, Landlord shall have the option of (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Subsection 13.2.1, or (ii) proceeding under Subsection 13.2.2 below.

**13.2.2** Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Base Rent and Additional Rent as it becomes due hereunder.

**13.2.3** Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Tenant shall immediately surrender possession of the Premises to the Landlord. In such event, the Landlord shall be entitled to recover from the Tenant, all damages incurred by the Landlord by reason of the Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the "worth at the time of the award" established by the court having jurisdiction thereof the amount by which the unpaid Base Rent, Additional Rent and other charges due for the balance of the Term after the time of Tenant's default exceeds the amount of such rental loss for the same period that Tenant proves by clear and convincing evidence could have been reasonably avoided; and that portion of the leasing commission, if any, paid by Landlord applicable to the unexpired Term of this Lease. Unpaid installments of Base Rent, Additional Rent and all other charges and sums shall bear interest from the date due until paid in full at the rate of 15% per annum.

**13.2.4** Re-enter the Premises, without terminating this Lease, and remove any property from the Premises in which case the Landlord shall be entitled to enforce all of the Landlord's rights and remedies under this Lease, including the right to recover the Base Rent, Additional Rent and all other charges and amounts due hereunder as they become due. No re-entry or taking possession of the Premises by the Landlord pursuant to this Subsection 13.2 or other action on the Landlord's part shall be construed as an election to terminate this Lease unless a written notice of such intention is given to the Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. The Landlord's election not to terminate this Lease pursuant to this Subsection 13.2.4 or pursuant to any other provision of this Lease shall not preclude the Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies available to it.

**13.2.5** Pursue any other remedy now or hereafter available to Landlord under the laws and decisions of the State of Arizona. Landlord shall not by such re-entry or any other act

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13 FEB 23 11:49 AM '94



## 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 # 12100137 (exactly as it appears on license) Name THOMAS ROBERT AGUILERA

## 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:  
\_\_\_\_\_  
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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
applicant's initials

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

1. Check ALL boxes that apply to your business:
- |                                          |                                               |                                            |
|------------------------------------------|-----------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Entrances/Exits | <input type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows     | <input type="checkbox"/> Non Contiguous    |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☐ NO  
If yes, what is your estimated opening date? \_\_\_\_\_  
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

\_\_\_\_\_  
applicant's initials

## 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 # 12100137 please see attached (exactly as it appears on license) Name Aguilera, Thomas

## 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:  
Aguilera Thomas — and license #: 12100137  
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Signature]  
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.

[Signature]  
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? February 26, 2014  
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

[Signature]  
applicants initials

**SECTION 15** Diagram of Premises

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

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

PLEASE SEE DIAGRAM ATTACHED

DIAGRAM 'A'

THE ENTIRE RESTAURANT WITH  
LIQUOR STORAGE AREAS  
LIQUOR SOLD / CONSUMED AREAS  
ENTRANCES  
EXIT  
WALLS

DIAGRAM 'B' BARS, CHAIRS

DIAGRAM 'B1' IS THE ARCHITECT'S  
DRAWING OF 'B'

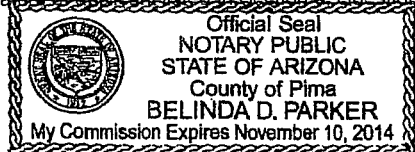
SEE ATTACHED

14 JAN 2014 DEPT RM 9 413

**SECTION 16** Signature Block

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

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



State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

27<sup>th</sup> of January, 2014  
Day Month Year

Belinda D. Parker  
signature of NOTARY PUBLIC

My commission expires on: 10 11 14  
Day Month Year

[illegible]

97605857



W. DORRANCE