

Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

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

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

June 25, 2015

Kevin Arnold Kramber
The Edge Bar
536 E. Wagon Bluff Drive
Tucson, AZ 85704

RE: Arizona Liquor License No.: 06100276
d.b.a. The Edge Bar

Dear Mr. Kramber:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 6, Bar, which was received in our office on May 29, 2015. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, July 7, 2015, 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

For your information, enclosed is a copy of the Sheriff's Report. Any questions pertaining to the enclosed report should be directed to the Pima County Sheriff's Department at (520) 351-6999. If you have any questions pertaining to the above referenced hearing, 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

c: Pima County Sheriff Investigative Support Unit

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTINGDate of Posting: 6/2/15 Date of Posting Removal: 6-22-15Applicant Name: The Edge Bar
Kramber Kevin Arnold
Last First MiddleBusiness Address: 4635 N. Flowing Wells Road Tucson, AZ 85705
Street City ZipLicense #: 06100276

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.

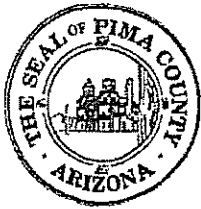
Armando Terreros Process Server 520-306-8603
Print Name of City/County Official Title Telephone #

[Signature] #7694 6-22-15
Signature Date Signed

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

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

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



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TO: Development Services, Zoning Division
FROM: Bernadette Russell *BR*
Administrative Support Specialist
DATE: June 1, 2015
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Kevin Arnold Kramber
d.b.a. The Edge Bar
4635 N. Flowing Wells Road
Tucson, AZ 85705

Arizona Liquor License No. 06100276
Series 6, Bar
New License
Person Transfer X
Location Transfer

ZONING REPORT

DATE: 6/2/15

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

Yes ☒ No ☐

If No, please explain:

[Signature]
Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

JUN 02 15 PM 03:58 PC CLK OF PD *BR*

15 MAY 22 147. Lic. PM 3:37

15 MAY 22 147. Lic. PM 3

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

15-14-9226

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees

LICENSE #(s): 06100276

N/A

1. Type of License(s): 6-BAZ

N/A

2. Total fees attached:

Department Use Only
\$ 222

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:

(Insert one name ONLY to appear on license)

Mr.

Ms.

KRAMER

Last

KEVIN

First

91044336

LENOV

Middle

2. Corp./Partnership/L.L.C.: THE EDGE BAR, LLC

(Exactly as it appears on Articles of Inc. or Articles of Org.)

B1054552

3. Business Name: THE EDGE BAR

(Exactly as it appears on the exterior of premises)

B1063461

4. Principal Street Location 4635 N. FLOWING WELLS DR. TULSON PIMA 85705

(Do not use PO Box Number)

City

County

Zip

5. Business Phone: (520) 887-9027 Daytime Phone: (520) 235-5681 Email: KEVIN@AZBARMAN.COM

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

7. Mailing Address: 536 E. WAGON BLUFF DR. TULSON AZ 85704

City

State

Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type 6 \$ 30,000.00 Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100.00
Application

100.00
Interim Permit

Site Inspection

22.00
Finger Prints

22.00

TOTAL OF ALL FEES

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

Accepted by: CS Date: 5/22/15 Lic. # 06100276

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. 06100276
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? N/A

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

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

State of AZ County of PIMA

"X" [Signature] The foregoing instrument was acknowledged before me this 19 day of MAY, 2015

My commission expires on: 4/28/2018

OFFICIAL SEAL
JOE A. MACHADO
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. April 28, 2018

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

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

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

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

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

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

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

License 06100276

Issue Date: 4/23/2008

Expiration Date: 9/30/2015

Issued To:

HOLLY ELAINE BRISTOL, Agent
SKINNY MATTS LLC, Owner

Bar

Mailing Address:

HOLLY ELAINE BRISTOL
SKINNY MATTS LLC
RIVERS EDGE LOUNGE
8180 N CAMINO DE LA VIOLA
TUCSON, AZ 85741

Location:

RIVERS EDGE LOUNGE
4635 N FLOWING WELLS RD
TUCSON, AZ 85705



EXP 9/30/2015

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.: THE EDGE BAR, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 04/19/2015 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1998123-5 Date authorized to do business in AZ: 04/23/2015
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
AVITA	FEDERICO	N/A	man/ man	4395 W. DICKINSON PL.	TULSON, AZ 85741
EDWARDS	DAVID		man/ man	1259 E. WILMER CIRCLE #64	TULSON, AZ 85741
NEZELER	EDWARD	EUGENE	man.	2820 W. VIA HACIENDA	TULSON, AZ 85741

(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
AVITA	FEDERICO	N/A	41.67	4395 W. DICKINSON PL.	TULSON, AZ 85741
EDWARDS	DAVID		41.67	1259 E. WILMER CIRCLE #64	TULSON, AZ 85741
NEZELER	EDWARD	EUGENE	16.66	2820 W. VIA HACIENDA	TULSON, AZ 85741

(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: BRISTOL HOLLY ELAINE Entity: AGENT
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: SKINNY MATS, LLC
(Exactly as it appears on license)
3. Current Business Name: RIVERS EDGE LOUNGE
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 4635 N. FLOWING WATERS RD.
City, State, Zip TULSON, AZ 85705
5. License Type: #6 - BAR License Number: 06100276
6. If more than one license to be transferred: License Type: N/A License Number: N/A
7. Current Mailing Address: Street 8180 N. CAMINO DE LA VIOLA
(Other than business) City, State, Zip TULSON, AZ 85741
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, HOLLY ELAINE BRISTOL, hereby authorize the department to process this application to transfer the
(print full name)

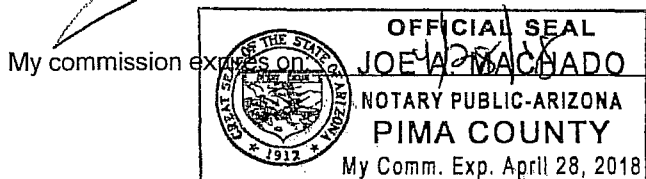
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, HOLLY ELAINE BRISTOL, 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]
(Signature of CURRENT LICENSEE)

State of AZ County of PIMA
The foregoing instrument was acknowledged before me this
19 Day 11 Month 2015 Year
[Signature]
(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) c) Government license (§ 4-205.03)
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1,000 ft. Name of school Roman Davis Elementary
Address 4250 N. Romero Rd. Tucson, AZ 85705
City, State, Zip
2. Distance to nearest church: 2,112 ft. Name of church Open Door TABERNACLE OF TUCSON
Address 1454 W. WETMORE RD. TUCSON, AZ 85705
City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Rifa Properties, LLC
Address 2621 E. CROSBY VISTA TUCSON, AZ 85713
City, State, Zip
- 4a. Monthly rental/lease rate \$ 4,500⁰⁰ (BASE) What is the remaining length of the lease 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 4,500⁰⁰ or other SEE ATTACHED LEASE AGREEMENT
(SEE 7200) (give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 0 (CAPITAL CONTRIBUTION)
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
N/A			N/A	N/A			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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 # 06100276 (exactly as it appears on license) Name HOLLY ELAINE BRISTOL

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

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

applicant's signature

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

applicants initials

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

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

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

[Signature]
applicants initials

based on the following factors (i) the business of the proposed assignee or subtenant and the proposed use of the Property; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under the Lease; and (iv) such other facts as Landlord may reasonably deem relevant.

(b) If Tenant assigns or subleases the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease fifty percent (50%) of the Profit (defined below) on such transaction ("Landlord's Share") as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The "Profit" means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate broker's commissions and costs of renovation or construction of tenant improvements required under such assignment or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant to be complete, true and correct. Landlord's receipt of Landlord's Share shall not be a consent to any further assignment or subletting. The breach of Tenant's obligation under this Paragraph 9.03(b) shall be a material default of the Lease.

ARTICLE TEN: DEFAULTS; REMEDIES

Section 10.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. Defaults. Landlord shall provide Tenant with written notice to cure an alleged default at least ten (10) days before declaring Tenant to be in default under this Lease. Thereafter, Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay in full Base Rent, Additional Rent or any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Section is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

Section 10.03. Remedies. On the occurrence of any material uncured default 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:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the amount of Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term which exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iii) any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. ;

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. 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 Rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

Section 10.04. Automatic Termination. Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and Additional Rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

Section 10.05. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

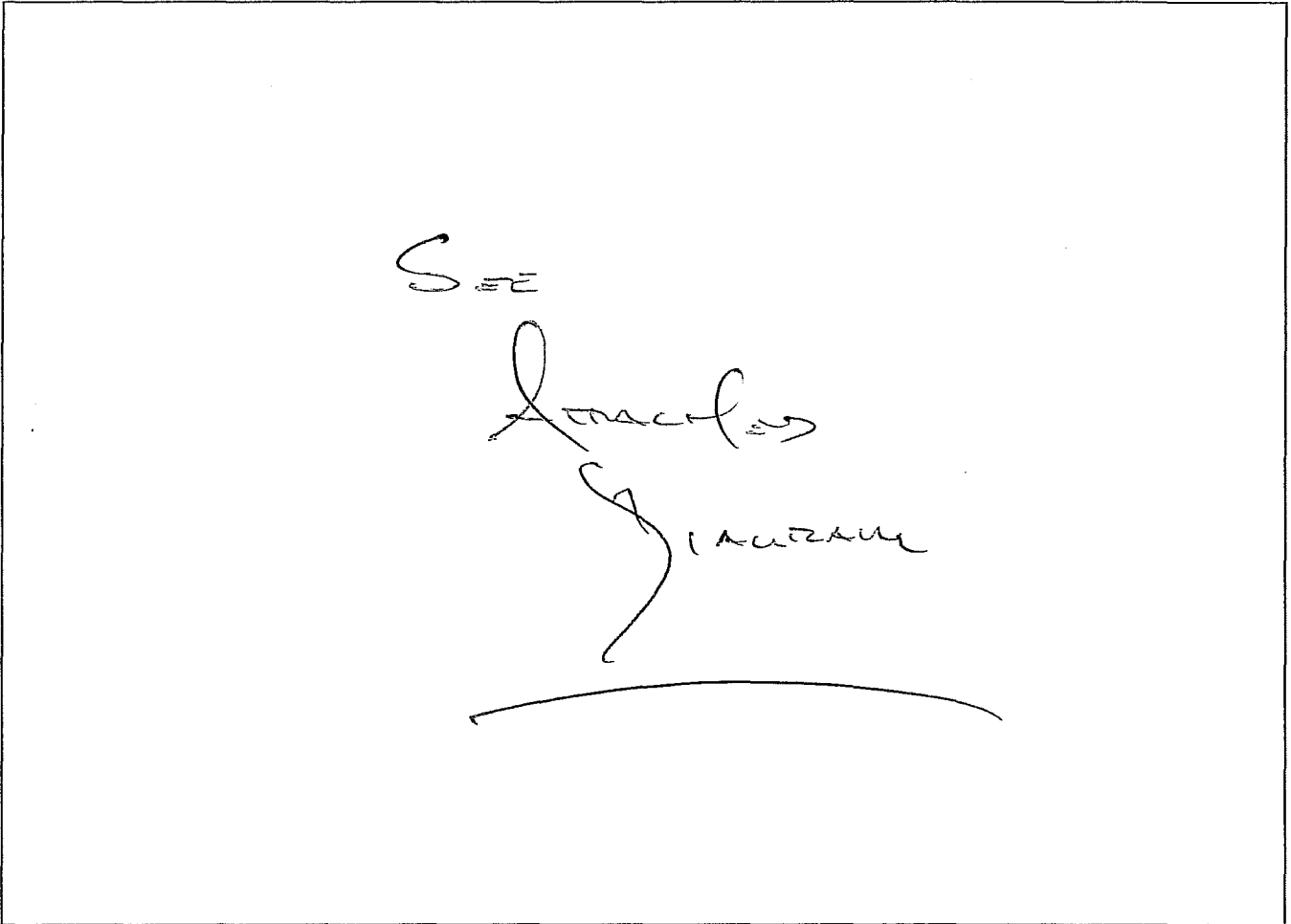
Section 11.01. Subordination. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and

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.

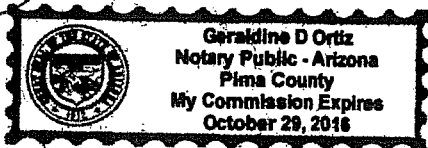


SECTION 16 Signature Block

Kevin Daniel Ramirez, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

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

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



State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this

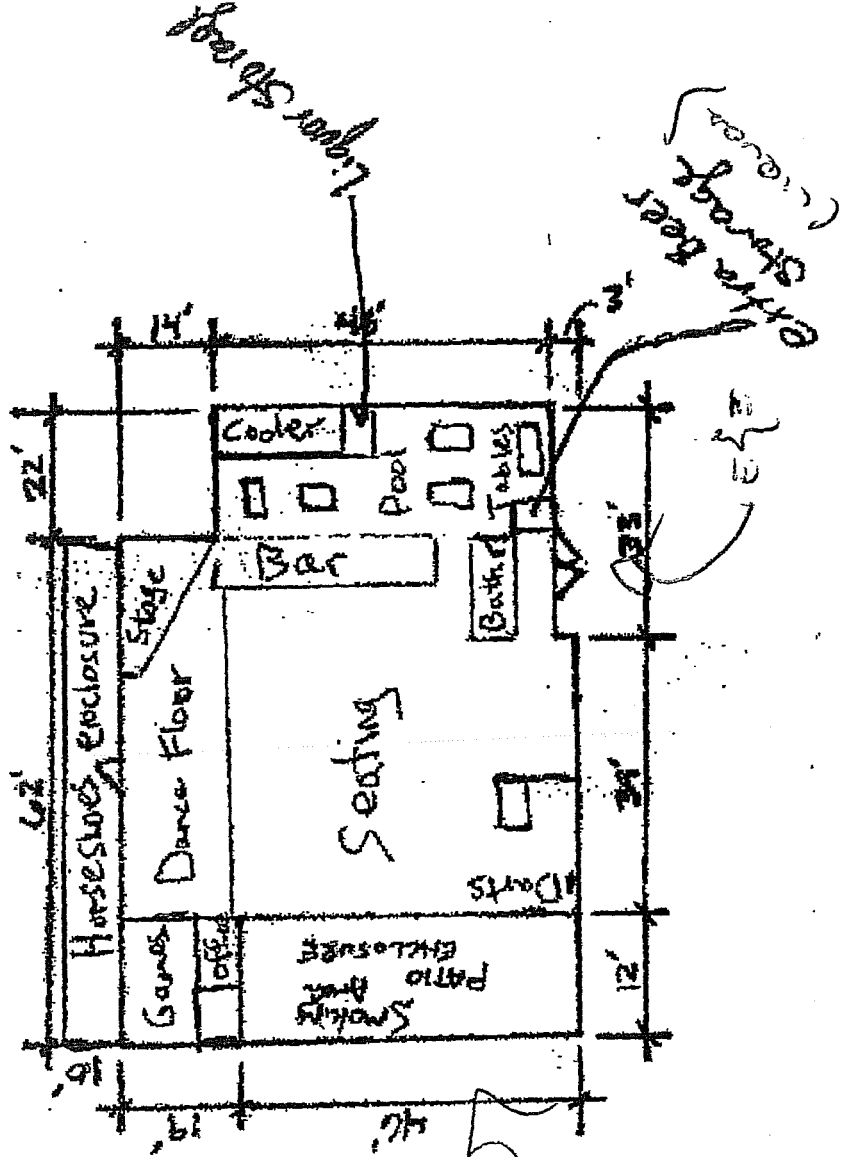
11 of MAY, 2015
Day Month Year

Geraldine D Ortiz
signature of NOTARY PUBLIC

My commission expires on : 29 OCT 2016
Day Month Year

Approx.
 5,000
 sq. ft.

Sent - 15 cont.
 11 of 10000 Bar



PATIO
 enclosure
 by 6' wooden
 wall