

# Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy  
Deputy Clerk

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

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

August 14, 2015

Thomas Robert Aguilera  
Living Room Wine Café and Lounge  
4554 E. Camp Lowell Drive  
Tucson, AZ 85712

RE: Arizona Liquor License No.: 12104380  
d.b.a. Living Room Wine Café and Lounge

Dear Mr. Aguilera:

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 July 16, 2015. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, September 1, 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 POSTING

Date of Posting: 7-20-15 Date of Posting Removal: 8-11-15

Applicant Name: **Living Room Wine Café and Lounge**  
**Aguilera** **Thomas** **Robert**  
Last First Middle

Business Address: **2905 E. Skyline Drive, No. 168** **Tucson, AZ** **85718**  
Street City Zip

License #: **12104380**

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 8-11-15  
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: July 17, 2015  
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Thomas Robert Aguilera  
d.b.a. Living Room Wine Café and Lounge  
2905 E. Skyline Drive, No. 168  
Tucson, AZ 85718

Arizona Liquor License No. 12104380  
Series 12, Restaurant  
New License X  
Person Transfer       
Location Transfer     

ZONING REPORT

DATE: 7/23/15

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

JUL 23 15 PM 01:42 PCC CLK OF BD  
AKS



15 JUL 13 14 PM 3:17

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

15-19-9231

Application for Liquor License  
Type or Print with Black Ink

**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)  
(Complete Section 2, 3, 4, 11, 13, 14, 16)  
☐ Probate/ Will Assignment/ Divorce Decree  
(Complete Sections 2, 3, 4, 9, 13, 14, 16)  
(Fee not required)  
☐ 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

LICENSE #

12104380

1. Type of License: Series 12 Restaurant

**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 4** Applicants

1. Individual Owner/Agent's Name: Aguilera Thomas Robert  
Last First Middle

2. Owner Name: Living Room Tucson, LLC

(Ownership name for type of ownership checked on section 2)

3. Business Name: Living Room Wine Cafe & Lounge

(Exactly as it appears on the exterior of premises)

4. Business Location Address: 2905 E Skyline Dr #168 Tucson AZ 85718 Pima  
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 4554 E Camp Lowell Dr Tucson AZ 85712  
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: ( ) Pending Daytime Contact Phone: (520) 622-1557

7. Email Address: thomas@aguileralawgroup.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: \_\_\_\_\_

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

Fees: 100<sup>00</sup> Department Use Only 50<sup>00</sup> 150<sup>00</sup>  
Application Interim Permit Site Inspection Finger Prints Total of All Fees  
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☒ Yes ☐ No  
Accepted by: CS Date: 7/13/15 License # 12104380

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

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_  
(if over six (6) months, attach a letter requesting Interim Permit)

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

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

X \_\_\_\_\_  
(Signature)

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

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

My Commission Expires on: \_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Notary Public)

### 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	% Owned	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: Living Room Tucson, LLC

2. Date Incorporated/Organized: 4/08/2015 State where Incorporated/Organized: Arizona

3. AZ Corporation or AZ L.L.C File No: L19971050 Date authorized to do Business in AZ: 4/10/2015

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
Kaufman Holdings, Inc			Mgr/Mbr	4554 E Camp Lowell Dr Tucson AZ	85712		
Ethan 2007, LLC			Member	4823 E Williams Dr Phoenix AZ	85054		

(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
Kaufman Holdings, Inc.			52%	4554 E Camp Lowell Dr Tucson AZ	85712		
Ethan 2007, LLC			20%	4823 E Williams Dr Phoenix AZ	85054		

No one else owns 10% or more. Please see attached flowchart

(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.

LIVING ROOM TUCSON, LLC

B1046329

Ethan 2007, LLC  
Member (20%)



Patrick King  
Member  
100%

↓ B1047677

Kaufman Holdings, Inc.  
Manager/Member  
(Thomas R. Kaufman,  
President)  
(49%)



B1052040

Kaufman 2012  
Revocable Trust  
Thomas R.  
Kaufman, Trustee  
100%

No One Else Owns  
10% or More

15 JUL 13 14:14 PM 3:17

**SECTION 8 Club Applicants**

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

1. Name of Club: \_\_\_\_\_
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) required)

Last	First	Middle	Mailing Address	City	State	Zip Code

(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 appear on the license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

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.

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

1. Government Entity: \_\_\_\_\_
2. Person/Designee: \_\_\_\_\_  
First Last Middle ( ) Day time Contact Phone #

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

**SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)**

1. Current Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Exactly as it appears on license)
2. New Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_



**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.

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

NOTARY

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

My commission expires on \_\_\_\_\_  
Day/ Month/Year Signature of NOTARY PUBLIC

### SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

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: N/A  
(if less than one (1) mile note footage)

Address: \_\_\_\_\_

Name of School: \_\_\_\_\_

2. Distance to nearest Church: N/A  
(if less than one (1) mile note footage)

Address: \_\_\_\_\_

Name of Church: \_\_\_\_\_

### SECTION 14 Business Financials

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

2. If the premise is leased give lessors:

Name: TWC Tucson LLC

Address: 2905 E Skyline Tucson AZ 85718  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 8,000.00

4. What is the remaining length of the lease? 10 yrs \_\_\_\_\_ months

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other: Please see attached default provisions  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0.00  
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Member capital contributions							

(Attach additional sheet if necessary)

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

Full service restaurant and wine cafe

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 #: 12103793 Individual Owner /Agent Name: PANAMA NATIONS Agent  
(Exactly as it appears on license)

three [3] days after the date first mailed in the manner herein required), in the event of depositing notice in the United States mails; or upon receipt or refusal to receive, in the event of delivery by overnight courier service.

## 19. DEFAULTS BY TENANT

19.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

19.1.1. **Monetary.** The failure by Tenant to make any payment of Rent or of any other sum required to be made by Tenant when due (however Tenant shall have up to three (3) days after written notice from Landlord to cure such default).

19.1.2. **Failure to Timely Open.** If Tenant should fail to complete Tenant's Work and initially open the Premises for business within 60 days following the Required Opening Date fully fixtured, staffed and stocked or, thereafter, to keep the Premises open for business fully fixtured, staffed or stocked on the days and hours required by this Lease.

19.1.3. **Abandonment and Vacation.** The vacation or abandonment of the Premises by Tenant. "Vacation" means any absence by Tenant from the Premises for fourteen (14) or more consecutive days.

19.1.4. **Cross-Default.** If Tenant (or an Affiliate of Tenant) is in default of any other lease or occupancy agreement between Landlord (or an Affiliate of Landlord) and Tenant (or an Affiliate of Tenant), all as the case may be.

19.1.5. **Bankruptcy.** The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of 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), or the appointment of a trustee or receiver to take possession of, or 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.

19.1.6. **Other Non-Monetary Defaults.** The failure by Tenant or any of the Tenant Parties to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant not previously covered by Section 19.1.1 through Section 19.1.5 above (however Tenant shall have up to ten (10) days after written notice from Landlord to cure such default except if the nature of Tenant's default is such that it cannot be cured solely by payment of money and more than ten (10) days are reasonably required for its cure, then Tenant shall be obligated to commence such cure within the ten (10)-day period and thereafter diligently prosecute such cure to completion).

19.2. **Sufficiency of Notices.** Any notice required or permitted by this Article 19 shall be in lieu of, and not in addition to, any notice required under any Governmental Regulations providing for notice and any cure period. Landlord may (at its discretion) serve a statutory notice to quit, a statutory notice to pay rent or quit, or a statutory notice of default, as the case may be, to effect the giving of any notice required by this Article 19. No notice and opportunity to cure is conferred upon Tenant with regard to any default except as expressly set forth in Section 19.1.

19.3. **Involuntary Assignment.** An Involuntary Assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant. All sums payable by Tenant under this Lease shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Such sums which are not paid or delivered to Landlord shall be held in trust for the benefit of Landlord, and shall be promptly paid or turned over to Landlord upon demand. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations of Tenant arising under this

Section 14

Lease on and after the date of such assignment, and all of the terms and provisions of this Lease shall be binding upon such assignee. Any such assignee shall upon demand execute and deliver such instruments and documents reasonably requested by Landlord confirming such assumption.

## 20. LANDLORD'S REMEDIES

20.1. **Landlord's Remedies.** Upon a default hereunder, should Tenant fail within the time period, if any, specified in Article 19 to fully cure such default, then without limiting Landlord in the exercise of any other right or remedy at law or in equity which Landlord may have (all remedies provided herein being non-exclusive and cumulative), Landlord may do any one or more of the following:

20.1.1. **Continue Lease.** Landlord may continue this Lease in effect after Tenant's default and recover Rent as it becomes due. Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time-to-time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent and other monetary charges as they become due.

20.1.2. **Terminate Lease.** Landlord may terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises 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 (without limitation) the following: (a) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus (d) any other amount and court costs necessary to compensate Landlord for all the detriment proximately caused by Tenant's default or which in the ordinary course of things would be likely to result therefrom (including, without limiting the generality of the foregoing, the amount of any commissions, finder's fee, advertising costs, remodeling costs and attorneys' fees in connection with obtaining a replacement tenant); plus (e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time-to-time by applicable law. As used in subparagraphs (a) and (b) of this Section 20.1.2, the "worth at the time of award" shall be computed by allowing interest at the Agreed Rate, and, as used in subparagraph (c) of this Section 20.1.2, the "worth at the time of award" is to be computed by discounting such amount at the discount rate of the U.S. Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). For the purpose of determining the amount of Tenant's Share of Variable Costs which constitute "unpaid Rent which would have been earned after termination" or which constitute "unpaid Rent for the balance of the term" (as referenced in subparagraphs [b] and [c] hereof), such amounts shall be deemed to increase annually for the balance of the Term by an amount equal to the average annual percentage increase in Variable Costs during the three (3) calendar years preceding the year in which the Lease was terminated, or, if such termination shall occur prior to the expiration of the third calendar year occurring during the Term of this Lease, then the amount of Tenant's Share of Variable Costs shall be deemed to increase monthly for the balance of the Term by an amount equal to the average monthly percentage increase in Tenant's Share of Variable Costs during all of the calendar months preceding the month in which the Lease was terminated.

20.1.3. **Collect Sublease Rents.** Landlord may collect sublease rents (or appoint a receiver to collect such rents) and otherwise perform Tenant's obligations at the Premises, it being agreed, however, that neither the filing of a petition for the appointment of a receiver for Tenant nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

20.1.4. **Cure Default.** Landlord may proceed to cure the default at Tenant's sole cost and expense, without waiving or releasing Tenant from any obligation hereunder. If at any time Landlord pays any sum or incurs any expense as a result of or in connection with curing any default of Tenant

(including any administrative fees provided for herein and reasonable attorneys' fees), the amount thereof shall be immediately due as a Reimbursed Cost.

20.1.5. **Disposition of Property.** Landlord may dispose of any Personal Property remaining on the Premises in accordance with applicable statutes relating to the disposition of abandoned property. If no such statute exists, Landlord shall have the right to retain possession of all of the Personal Property left in the Premises or, at Landlord's option, to require Tenant at any time to forthwith remove same, and if not so removed within three (3) business days, to take title and possession of the same and to sell or otherwise dispose of the same, without any liability (a) to Tenant for such property or (b) to pay to Tenant the proceeds from the sale thereof.

20.2. **No Offsets.** All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any offset to or abatement of Rent, except as otherwise expressly provided in this Lease. Tenant hereby waives any right to plead all non-compulsory counterclaims or offsets in any action or proceeding brought by Landlord against Tenant for any default. This waiver shall not be construed, however, as a waiver of any right of Tenant to assert any non-compulsory counterclaims or offsets in any separate action brought by Tenant.

## 21. DEFAULTS BY LANDLORD

21.1. **Defaults by Landlord.** If Landlord fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default from Tenant or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default after written notice thereof from Tenant and thereafter diligently pursue such cure to completion, said failure shall constitute a default by Landlord under this Lease. If any or all of the Premises or any interest of Landlord in this Lease or the Rent are at any time subject to any mortgage or deed of trust and if Tenant is given notice of the name and address of the Mortgagee, then Tenant shall give written notice of any default by Landlord to the Mortgagee concurrently when providing Landlord notice, specifying the default in reasonable detail. If Landlord fails to cure such default within the applicable cure period, Tenant shall give written notice of such failure to Mortgagee affording Mortgagee the same opportunity to cure as provided Landlord in this Section. If Mortgagee does perform on behalf of Landlord, such default shall be deemed cured.

21.2. **Limitations on Recovery Against Landlord.** The aggregate liability of Landlord and the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with the operation, management, leasing, repair, renovation, alteration of, or any other matter relating to, the Center or the Premises shall be limited solely and exclusively to an amount equal to the interest of Landlord in the Center, and neither Landlord nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Article 21 shall inure to the benefit of Landlord and the Landlord Parties and each of their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

## 22. COSTS OF SUIT

22.1. **Costs of Suit.** If either party brings action for relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or possession of the Premises, the non-prevailing party shall pay the prevailing party its reasonable costs, fees and expenses incurred in connection with and in preparation for said action, including its reasonable attorneys' fees.

## 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.

  
(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.

  
(Applicant's Initials)

## SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:


- |   |  |        |  |
|---|--|--------|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: | <input checked="" type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows            | <input type="checkbox"/> Drive-in windows                |        | <input type="checkbox"/> 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? October 15, 2015

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.

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.

  
(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**

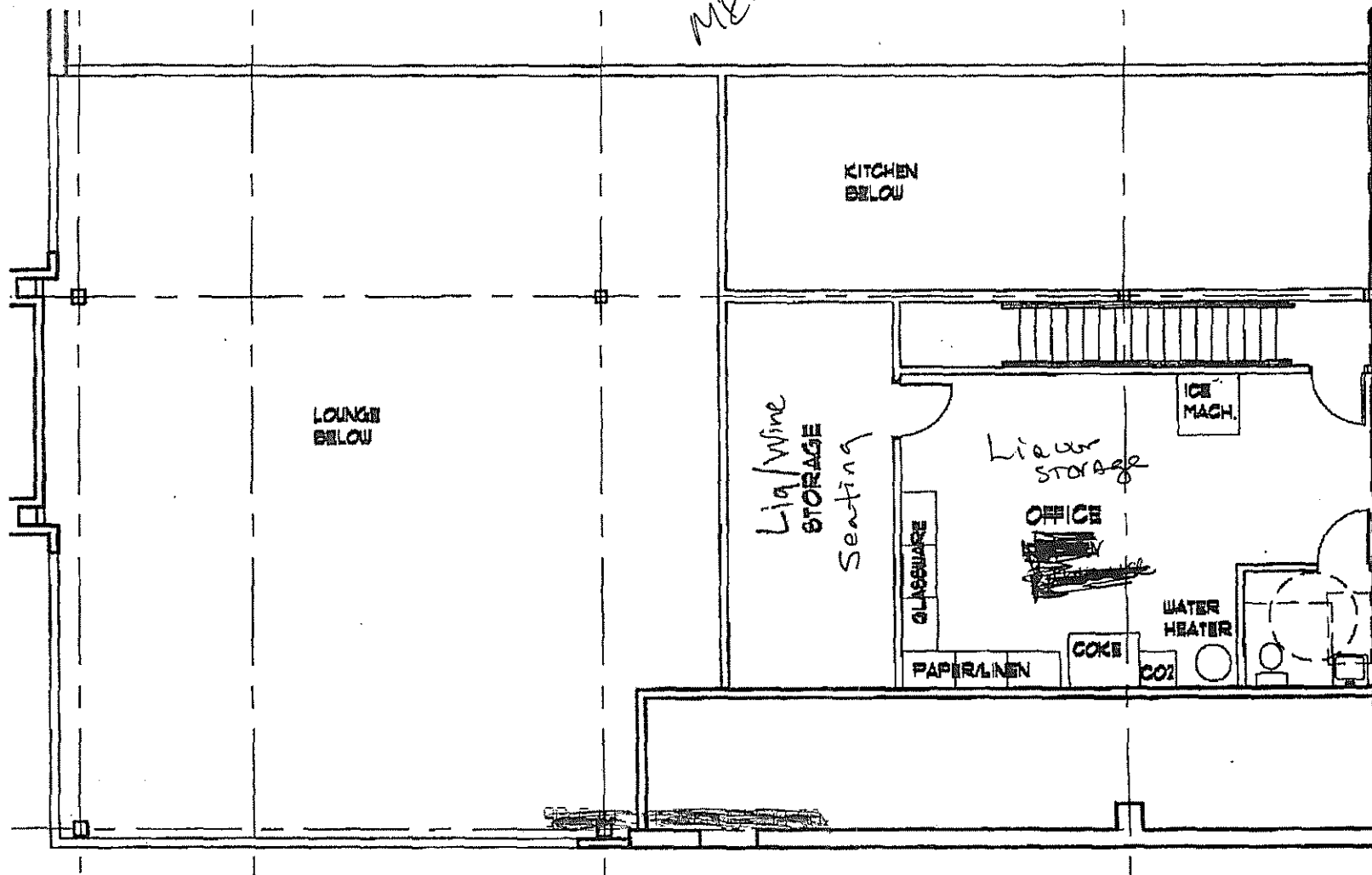
Please see attached diagram





MEZZANINE

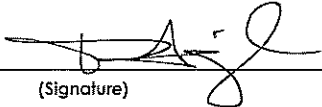
SCALE: 1/8" = 1'-0"  
9/5/2006



ENTERED

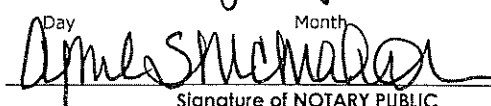
**SECTION 17 SIGNATURE BLOCK**

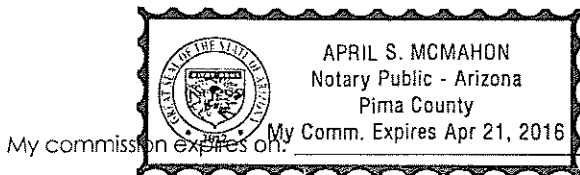
Thomas Robert Aguilera, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.  
(Print Full Name)  
I have read this application and verify all statements to be true, correct and complete.

X   
(Signature)

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

9 of July, 2015  
Day Month Year  
  
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.