

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

September 4, 2015

Thomas Robert Aguilera
Humble Pie Pizza, Wine & Spirits
4554 E. Camp Lowell Drive
Tucson, AZ 85712

RE: Arizona Liquor License No.: 12104384
d.b.a. Humble Pie Pizza, Wine & Spirits

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 August 12, 2015. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, October 6, 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,


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: 8-14-15 Date of Posting Removal: 9-3-15

Applicant Name: **Humble Pie Pizza, Wine & Spirits**
Aguilera **Thomas** **Robert**
Last First Middle

Business Address: **2905 E. Skyline Drive, No. 294** **Tucson, AZ** **85718**
Street City Zip

License #: **12104384**

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

[Signature] #7694 9-3-15
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: August 13, 2015
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Thomas Robert Aguilera
d.b.a. Humble Pie Pizza, Wine & Spirits
2905 E. Skyline Drive, No. 294
Tucson, AZ 85718

Arizona Liquor License No. 12104384

Series 12, Restaurant

New License X

Person Transfer

Location Transfer

ZONING REPORT

DATE: 8/14/15

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

AUG 14 15 PM 08:58 PC CLK OF R16K



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

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15-22-9234

ALG 12/15/11 48 PC CLK (CR)

AF3

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 # 12104384

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 P1042820
Last First Middle
2. Owner Name: Humble Pie Tucson, LLC B1054985
(Ownership name for type of ownership checked on section 2)
3. Business Name: Humble Pie Pizza, Wine & Spirits
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 2905 E Skyline Dr #294 Tucson AZ 85718 Pima B1054986
(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: <u>\$100.00</u>	<u>—</u>	Department Use Only <u>\$50.00</u>	<u>\$22.00</u>	<u>\$172.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>DeW</u>		Date: <u>8/10/15</u>	License # <u>12104384</u>	

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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? _____

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

I, Thomas Robert Aguilera 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

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SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

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

☐ Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

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

1. Name of Corporation/ L.L.C.: Humble Pie Tucson, LLC

2. Date Incorporated/Organized: 7/23/2015 State where Incorporated/Organized: Arizona

3. AZ Corporation or AZ L.L.C File No: L20211494 Date authorized to do Business in AZ: 7/28/2015

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.			Manager	4554 E Camp Lowell Dr Tucson AZ			85712
Humble Pie, LLC			Member	4554 E Camp Lowell Dr Tucson AZ			85712

See attached Flowchart (Attach additional sheet if necessary)

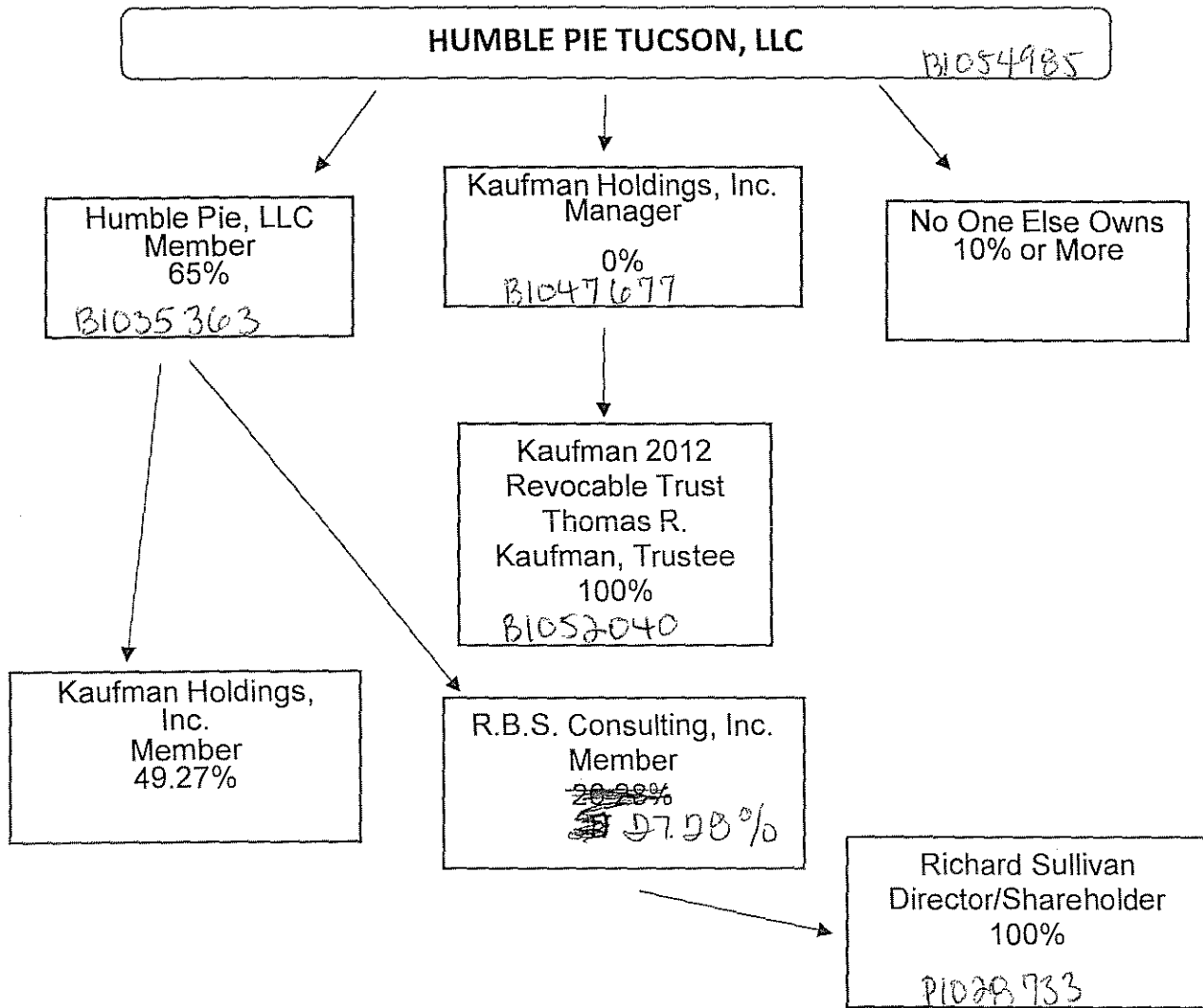
6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Humble Pie, LLC			65%	4554 E Camp Lowell Dr Tucson AZ			85712
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.

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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) requested)

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 Liquor 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: _____

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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) Thomas Robert Aguilera 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 c/o Macerich

Address: 2905 E Skyline Dr Tucson AZ 85718

Street

City

State

Zip

3. Monthly Rent/ Lease Rate: \$ \$6,000

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
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ \$100,000.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Kaufman Holdings, Inc.			\$100,000.00	4554 E Camp Lowell Dr Tucson AZ 85712			

(Attach additional sheet if necessary)

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

Full service pizza restaurant

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 #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

Section 14

Landlord reserves the right to utilize portions of the Common Area, from time-to-time, for shows, rides, entertainments, displays, advertising, educational purposes, demonstrations, civic and charitable functions and other uses which, in Landlord's judgment, may attract the public to the Center or create goodwill, community interest or other beneficial interest with respect to the Center. Landlord shall have the right to convert Common Area to leasable space and to convert leasable space to Common Area, from time-to-time. Landlord shall have the right (a) to close, if necessary, all or any portion of the Common Area to such extent as may be reasonably necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein, (b) to close temporarily all or any portion of the Common Area to discourage non-customer use, (c) to use portions of the Common Area while engaged in making additional improvements, repairs or alterations to the Center, (d) to transfer, in whole or in part, any of Landlord's rights and/or obligations under Article 16 to any Occupant or to any other party as Landlord may from time-to-time determine and (e) to do and perform such other acts in, to and with respect to, the Common Area as Landlord shall determine, in its business judgment, to be appropriate for the Center. Notwithstanding any contrary provision contained in this Lease, services and facilities may be discontinued, and access to the Premises and the Center restricted, in whole or in part, during such times as the Center is not open for business, and any other times as are necessary for temporary purposes such as repairs, alterations, strikes and other reasonable purposes. Landlord has no obligation to, and has made no representations that it shall, repair, alter, remodel, improve, renovate, decorate, demolish and/or add improvements to the Building or the Center, or any part thereof, and no representations respecting the condition of the Building or the Center have been made by Landlord to Tenant.

17.3. **Right to Lease.** Landlord reserves the absolute right, subject to the terms herein, to effect such other tenancies in the Center as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of the Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific occupant or type or number of occupants shall, at any time, occupy any space in the Center. Landlord shall have the full right to lease space in the Center to any person or entity and for any purpose Landlord shall deem appropriate, including retail, office, non-retail, residential, mixed use and commercial purposes.

17.4. **Entry by Landlord.** Landlord and its representatives (including contractors) shall have the right at all reasonable times upon reasonable prior notice to Tenant (and at all times without notice in the event of an emergency), to enter the Premises (a) for any purpose permitted by law, (b) to ascertain if the Premises are in good order, condition and repair, (c) to post notices of nonresponsibility or other notices which Landlord may deem necessary for its protection, (d) to show the Premises to prospective purchasers, mortgagees or ground or underlying lessors (each of which may then also enter the Premises), (e) to perform any obligation required of, or right permitted to, Landlord under this Lease, (f) to take possession of the Premises due to an event of default in the manner provided for in this Lease or (g) to perform environmental assessments. During the twelve (12) months prior to the Expiry Date, Landlord may show the Premises to brokers, prospective tenants and their representatives. Landlord shall use good faith efforts during any entry upon the Premises pursuant to this Section 17.4 not to unreasonably interfere with Tenant's conduct of business. No exercise by Landlord of any rights in this Section 17.4 shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent.

17.5. **Relocation**

17.5.1. **Relocation.** In the event of a major expansion or addition to the Center by at least 25,000 square feet which directly affects and requires Landlord to recapture the Premises, Landlord may, by written notice delivered to Tenant ("Relocation Notice"), require that Tenant surrender possession of the Premises, provided and on condition that (a) Landlord and Tenant shall, for a period of thirty (30) days following delivery of the Relocation Notice, negotiate in good faith to enter into a lease for Substitute Premises (as defined below) at the Center on substantially the same terms and conditions as those contained in this Lease ("Substitute Lease") to the extent applicable, for the balance of the remaining Term, or (b) if, despite such good faith negotiations, the parties are unable to enter into the Substitute Lease on or before the thirtieth day following the delivery of the Relocation Notice, Landlord may elect, by written notice delivered to Tenant, to terminate this Lease. If Landlord

terminates this Lease, the termination shall be effective on the date specified in Landlord's written notice [which shall be at least fifteen (15) days after the sending of such notice] and upon the date Tenant vacates the Premises and performs all the Surrender Obligations, Landlord shall pay to Tenant the Unamortized Amount. The relocation of the Premises in accordance with (a) herein or the payment of the consideration in accordance with (b) herein shall be Tenant's sole recourse and right in the event Tenant is required to surrender possession of the Premises as provided in this Section 17.5. Substitute Premises shall mean any retail space that is located within the area approximately cross-hatched on Exhibit I (or comparable area if the configuration of the Center has changed or will change to the extent that Exhibit I is rendered inapplicable); provided, however, in no event shall Landlord be obligated to offer any location to Tenant which Landlord is prevented or restricted from leasing to Tenant in accordance with such covenants of Landlord respecting radius, location, use, or exclusivity as may be contained in any other lease, financing agreement or any other agreement affecting the Center. In no event shall Landlord relocate Tenant pursuant this Section 17.5 more than one time during the Term.

17.5.2. *Substitute Premises.* Landlord shall provide Tenant with a floor plan, a depiction of the approximate location of the Substitute Premises, and the Floor Area of the Substitute Premises. Tenant shall vacate and surrender the Premises and shall occupy the Substitute Premises promptly (and, in any event, not later than fifteen [15] days) after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to Section 17.5.3(a). If the Floor Area of the Substitute Premises is less than the Floor Area of the Premises, Fixed Minimum Rent and Annual Base Sales shall be proportionately reduced, and Fixed Costs and Tenant's Share of Variable Costs shall be recalculated on the basis of the Floor Area of the Substitute Premises. If the Floor Area of the Substitute Premises is greater than the Floor Area of the Premises, Fixed Minimum Rent and Annual Base Sales shall not be increased, and Fixed Costs and Tenant's Share of Variable Costs shall continue to be calculated on the basis of the Floor Area of the Premises (and not the Floor Area of the Substitute Premises). From and after the date Tenant vacates and surrenders the Premises to Landlord as provided in this Section 17.5, this Lease (a) shall no longer apply to the Premises, except with respect to obligations which accrued on or before such surrender date and have not been fully discharged and (b) shall apply only to the Substitute Premises and the Substitute Premises shall thereafter be the 'Premises' under this Lease.

17.5.3. *Landlord's Obligations.* If Tenant is relocated to Substitute Premises, then Landlord shall, at Landlord's expense, (a) furnish and install in the Substitute Premises fixtures at least equal in kind and quality to those fixtures which are contained in the Premises at the time the Notice of Relocation is delivered to Tenant, and/or move fixtures from the Premises to the Substitute Premises to the extent such fixtures can reasonably be moved without damage to such fixtures, (b) provide personnel to perform under Tenant's direction the moving of Tenant's property from the Premises to the Substitute Premises and (c) promptly reimburse Tenant for actual and reasonable out-of-pocket costs incurred by Tenant in connection with the relocation of any telephone and other communications equipment from the Premises to the Substitute Premises. Tenant shall cooperate with Landlord to facilitate the prompt completion by Landlord of Landlord's obligations under this Section 17.5.3 and the prompt surrender by Tenant of the Premises within the time frames herein set forth. Without limiting the generality of the preceding sentence, Tenant shall (i) promptly provide to Landlord any approvals or instructions, any plans and specifications and any other information reasonably requested by Landlord relating to the relocation of Tenant and (ii) promptly perform any work, other than Landlord's obligations under this Section 17.5.3, required to prepare the Substitute Premises for Tenant's occupancy. Landlord shall use good faith efforts to minimize any downtime between the date Tenant is required to close its business in the Premises, and the date Tenant opens for business in the Substitute Premises.

18. NOTICES

18.1. *Notices.* Any notice, demand or communication required or permitted to be given by one party to the other shall be in writing and addressed to Landlord's Address for Notices or Tenant's Address

15 AUG 10 Lir. Lic. # 259

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"/> Walk-up windows | <input type="checkbox"/> Drive-through 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? November 1, 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)

15 AUG 10 14:11 PM 259

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 ↑.

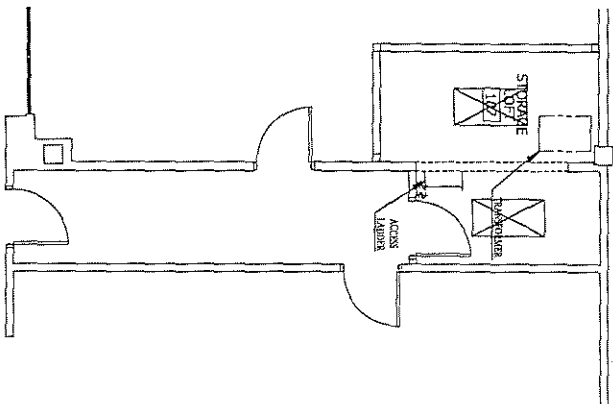
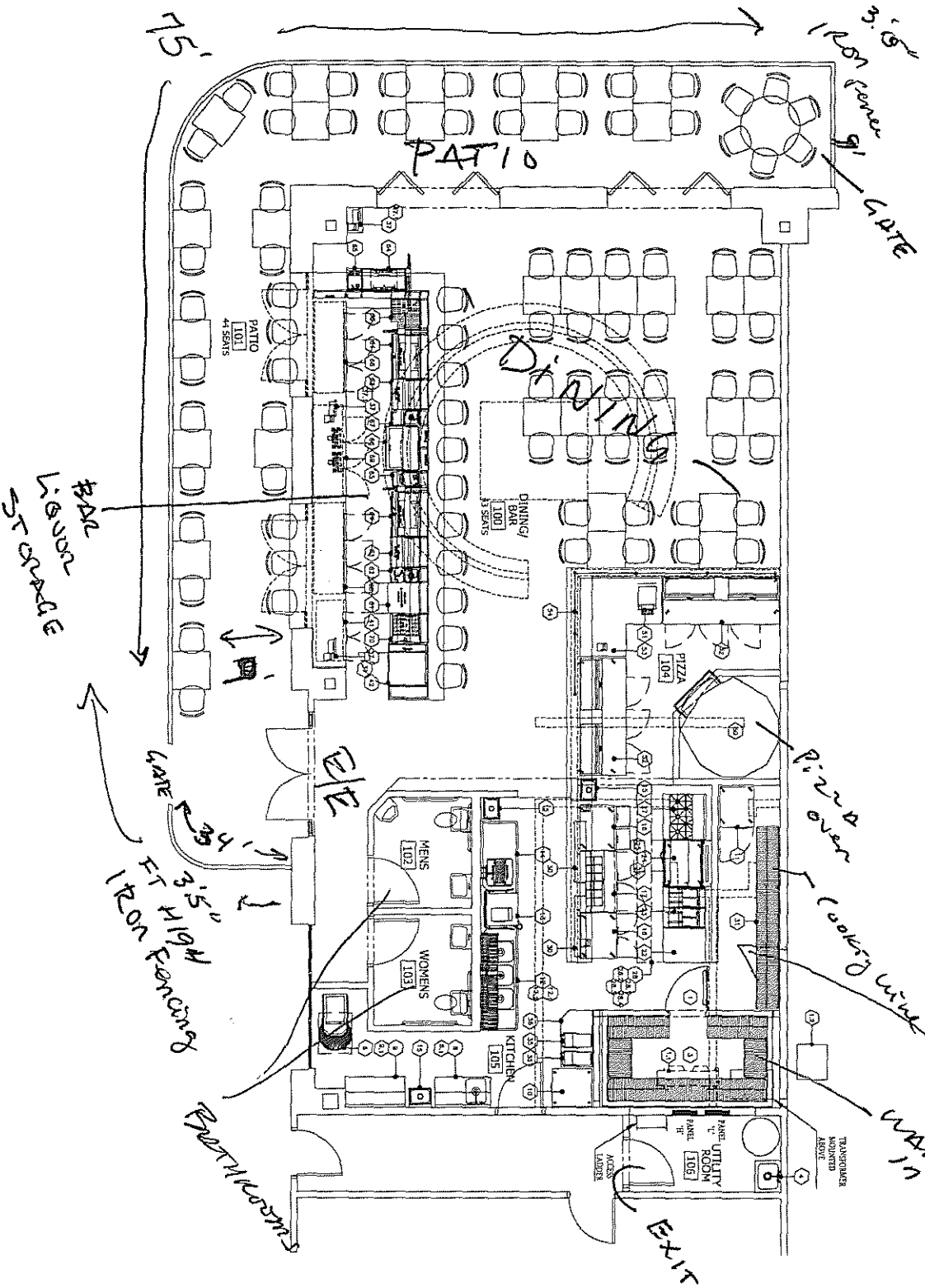
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

Please see attached diagram

15 AUG 10 04P, LIC, PM 2:59

Total Sq Footage Kitchen
2,053



SECTION 17 SIGNATURE BLOCK

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

X (Signature) [Handwritten Signature]

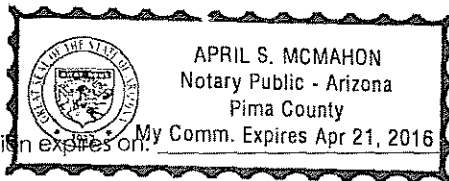
State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

10 of August, 2015

Day Month Year

[Handwritten Signature]
Signature of NOTARY PUBLIC



My commission expires on

My Comm. Expires Apr 21, 2016

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.