SCOTTSDALE

CITY COUNCIL MEETING

AGENDA

COUNCIL

Mary Manross, Mayor
Wayne Ecton
Robert W. Littlefield
Cynthia Lukas
Ned O'Hearn
David Ortega
Tom Silverman

Wednesday, July 2, 2003

5:00 P.M.
CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard

Roll Call

Presentations/Information Updates

Public Comment
Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "public comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

Minutes

SPECIAL MEETINGS	REGULAR MEETINGS	EXECUTIVE SESSIONS
	June 16, 2003	
	June 17, 2003	

1. **Sugo Pastaria Winebar Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing restaurant formerly operating under the business name Zanzibar.
Location: 4151 N. Marshall Way, Suites 8, 9, & 10
Reference: 23-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, Jfisher@ScottsdaleAZ.Gov

2. **Nantucket Seafood & Raw Bar Liquor License**
Request: Consider forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for a new restaurant location.
Location: 7000 E. Shea Blvd, Suite 125
Reference: 33-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, Jfisher@ScottsdaleAZ.Gov

3. **Bar 74 Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a person and location transfer of a series 6 (bar) State liquor license under the business name Kamikazi Coast.
Location: 7443 E. 6th Avenue
Reference: 34-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

4. **Taco 'Te Beach Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for the former Hola Café, which also operated with a series 12 (restaurant) license.
Location: 2515 N. Scottsdale Rd. #2-3-4
Reference: 35-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

5. **Homewood Suites Hotel Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a person transfer of a series 7 (beer & wine bar) State liquor license for an existing hotel location.
Location: 9880 N. Scottsdale Road
Reference: 36-LL-2003
Staff Contact: Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

6. **D'atri's at the Scottsdale Airport Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing restaurant location. This request is due to a change in the ownership of the business.
Location: 15000 N. Airport Drive
Reference: 37-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

7. **D'atri's at the Scottsdale Airport Liquor License**
Request: Consider forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 07 (beer/wine bar) State liquor license for an existing cappaccino/expresso bar. This request is due to a change in the ownership of the business.
Location: 15000 N. Airport Drive
Reference: 38-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

8. **Jacqueline's Marketplace Cafe Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing establishment. This restaurant previously operated with a series 07 (beer/wine bar) liquor license.
Location: 7303 E. Indian School Rd.
Reference: 40-LL-2003
Staff Contact(s): Jeff Fisher, Plan Review and Permit Services Director, 480-312-7619, E-mail: Jfisher@ScottsdaleAZ.Gov

9. **World Affairs Council contract for international visitor services**
Request: Authorize Contract # 2003-119-COS, for $27,540 in FY 2003-04 and $28,230 in FY 2004-05, with the World Affairs Council of Arizona, Inc., to assist international visitors, provide protocol services and provide office space for the Scottsdale Sister City Committee.
Related Policies, References:
Contract #2001-091-COS, a similar contract, was approved by the City Council on June 18, 2001. That contract expires on June 30, 2003.
Staff Contact(s): Jeff Kulaga, Executive Assistant, (480) 312-7496, jkulaga@ScottsdaleAZ.gov; Pat Dodds, Public Affairs Officer, (480) 312-2336, pdodds@ScottsdaleAZ.gov

Regular Agenda begins on the following page

10. Los Arcos Redevelopment Agreement

Request: Adopt Resolution No. 6324 authorizing Contract No. 2003-115-COS, and approve Contract No. 2003-115-COS, a proposed Redevelopment Agreement between the City and Los Arcos Development, LLC for the redevelopment of the former Los Arcos Mall site at the southeast corner of Scottsdale Rd. and McDowell.

Related Policies, References:

- Council forms Los Arcos Redevelopment District -- 12/18/95
- Los Arcos Redevelopment Plan adopted -- 7/2/96
- Original Los Arcos Request for Proposals Issued -- 7/18/97
- Council Action on preferred Smith Group development option -- 2/5/02
- Council directs staff to proceed with negotiations with The Ellman Companies for the redevelopment of Los Arcos -- 2/18/03; reaffirmed by Council -- 3/3/03.

Staff Contact(s): David Roderique, Economic Vitality General Manager, 480-312-7601, droderique@scottsdaleaz.gov

Public Comment

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City Manager's Report

Mayor and Council Items

Adjournment

Section 2.17 of the Scottsdale City Code states, "Regular Meetings that are scheduled to be conducted on consecutive days may be combined and held on either of the two (2) days, at the election of the council, and shall be considered a single meeting." The Council may hold over any items noticed on the Tuesday agenda to the agenda for the Wednesday meeting.

The minutes for June 16, 2003 and June 17, 2003

were not available at the time of printing of this packet.

These minutes will be distributed next week.

CITY COUNCIL REPORT

MEETING DATE: July 2, 2003 ITEM NO. 1 GOAL: Preserve Character and Environment

SUBJECT

Restaurant Liquor License Request for Sugo Pastaria Winebar 23-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing restaurant formerly operating under the business name Zanzibar.

OWNER

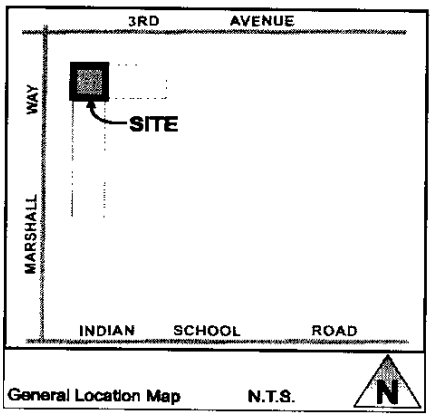
Pippo L.L.C.

APPLICANT CONTACT

Cristiani Maurizio
480-949-7846

LOCATION

4151 N. Marshall Way, Suites 8, 9, & 10



BACKGROUND

This site is zoned C-2 (Central Business District).

This is a request for a new series 12 (restaurant) liquor license for an existing restaurant. This location operated previously under the business name Zanzibar. This request is due to a change in the ownership of the business.

The distance to the nearest school, Villa de Marie Academy, is 3100 ft. The distance to the nearest church, Scottsdale United Methodist, is 2800ft.

There are 93 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 (restaurant) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

(Continued)

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. The restaurant is located in a building that includes many storefronts with a variety of uses. According to the Zoning Ordinance, the restaurant requires 36.83 parking spaces. The entire building, including the restaurant, requires 72 parking spaces. There are 51 parking spaces located on the site and 14.42 on-street parking credits applied to the site for a total of 65.42. Having a variety of uses, including office, art galleries, retail, multi-family, and restaurant, the applicant has applied the mixed-use shared parking program to the site. After the calculations, this program requires the site to have 62 parking spaces. The parking for this restaurant and site is in compliance with the zoning ordinance.

Development Information. This establishment is 2468 square feet with a 650 square foot outdoor patio area.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.

8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03
Ed Gawf — Date
Deputy City Manager

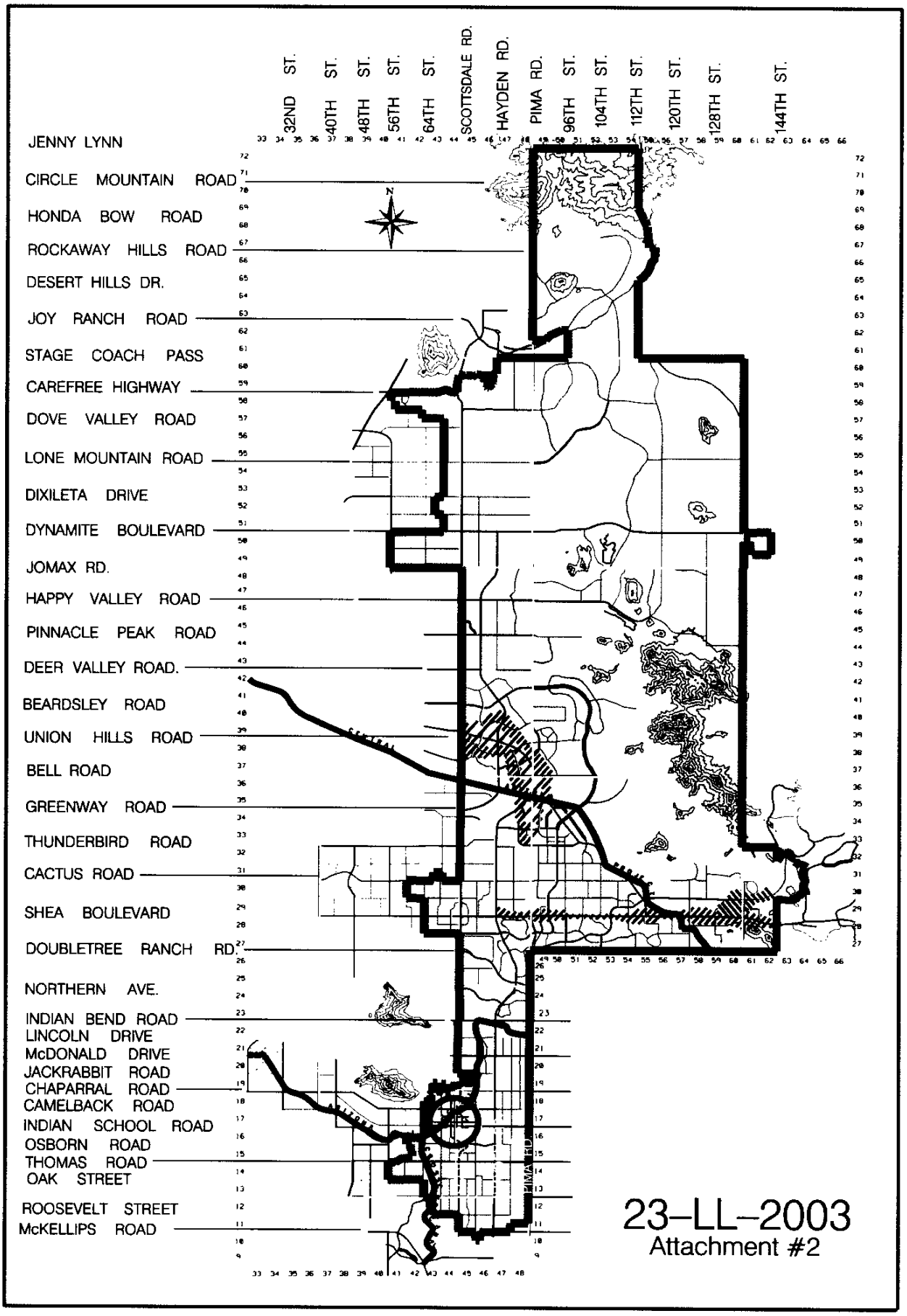
ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application

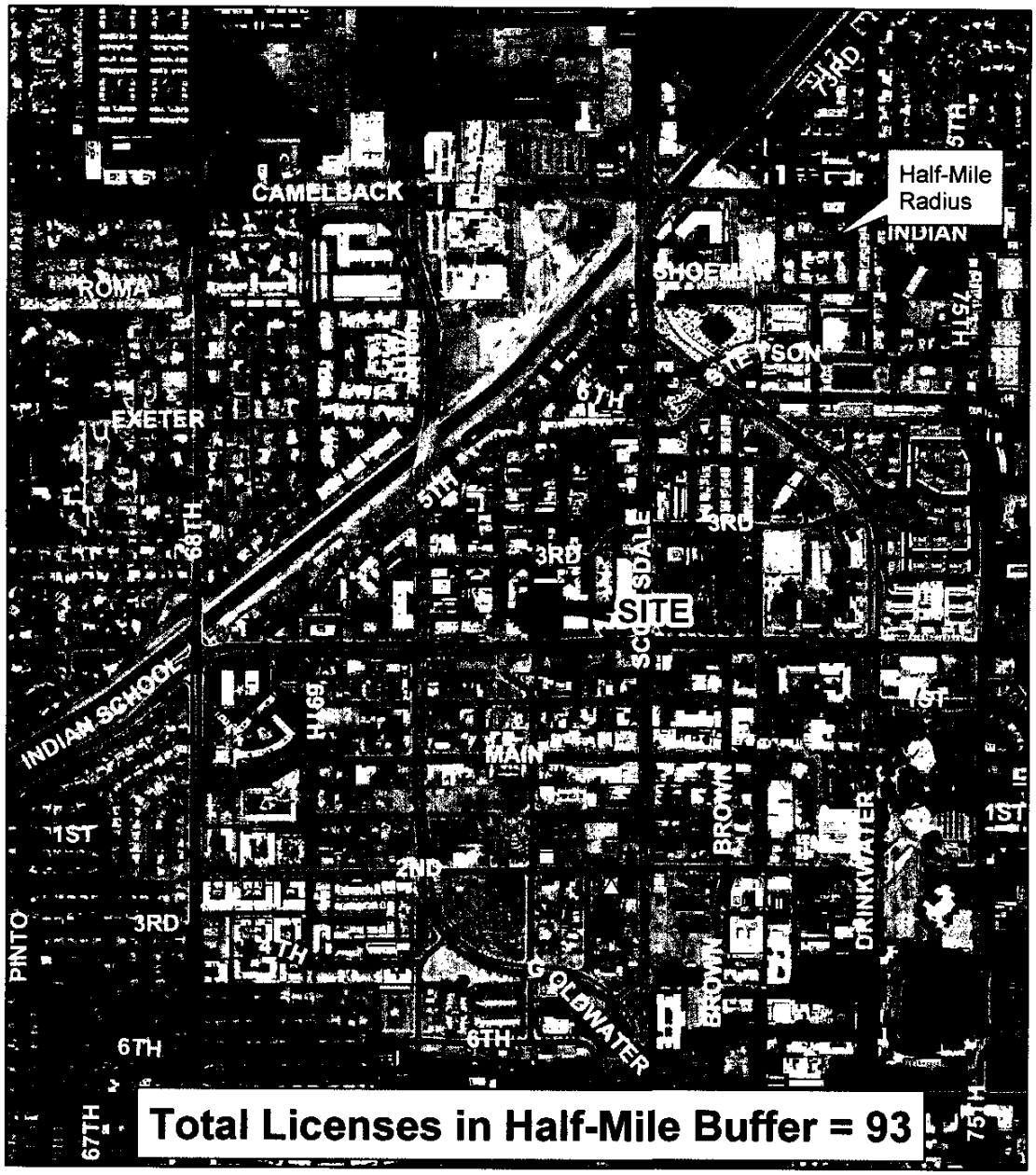
Sugo Pastaria Winebar

23-LL-2003

ATTACHMENT #1


32ND ST.
40TH ST.
48TH ST.
56TH ST.
64TH ST.
SCOTTSDALE RD.
HAYDEN RD.
PIMA RD.
96TH ST.
104TH ST.
112TH ST.
120TH ST.
128TH ST.
144TH ST.
JENNY LYNN
CIRCLE MOUNTAIN ROAD
HONDA BOW ROAD
ROCKAWAY HILLS ROAD
DESERT HILLS DR.
JOY RANCH ROAD
STAGE COACH PASS
CAREFREE HIGHWAY
DOVE VALLEY ROAD
LONE MOUNTAIN ROAD
DIXILETA DRIVE
DYNAMITE BOULEVARD
JOMAX RD.
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
DEER VALLEY ROAD.
BEARDSLEY ROAD
UNION HILLS ROAD
BELL ROAD
GREENWAY ROAD
THUNDERBIRD ROAD
CACTUS ROAD
SHEA BOULEVARD
DOUBLETREE RANCH RD.
NORTHERN AVE.
INDIAN BEND ROAD
LINCOLN DRIVE
McDONALD DRIVE
JACKRABBIT ROAD
CHAPARRAL ROAD
CAMELBACK ROAD
INDIAN SCHOOL ROAD
OSBORN ROAD
THOMAS ROAD
OAK STREET
ROOSEVELT STREET
McKELLIPS ROAD
N
23–LL–2003
Attachment #2

A Half-Mile
hall Way.



0 625 1,250 2,500 Feet

1 inch equals 986.32 feet

Liquor License Count Within Half-Mile Radius by Series

- 2 - Wholesale
- 24 - Bar
- 9 - Beer / Wine Bar
- 1 - Liquor Store
- 2 - Beer / Wine Store
- 3 - Hotel-Motel
- 51 - Restaurant
- 1 - Club

Legend

- Public School
- Private School
- Faith Communities

N W E S

liquor licenses.mxd
Printed 6/12/2003
Created By: Brian Hancock
Source: City of Scottsdale

23-LL-2003

Attachment #3

Planning & Development Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

23-LL-2003

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.

RECEIVED
2003 MAR 27 P 3:41
MAR 31 2003
CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

SECTION 1 This application is for a:

- [x] INTERIM PERMIT *Complete Section 5*
- [ ] NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- [ ] PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- [ ] LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- [ ] PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- [ ] GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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*
- [x] 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 #: 12074258

1. Type of License: RESTAURANT/12 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. CRISTIANI (Last) MAURIZIO (First) — (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: PIPPO L.L.C.
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: SUGO PASTARIA WINEBAR
(Exactly as it appears on the exterior of premises)
4. Business Address: 4151 N. MARSHALL WAY SUITE 8/9/10 Scottsdale MARICOPA 85251
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (480) 949 7846 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? [x] YES [ ] NO
7. Mailing Address: 4151 N. MARSHALL WAY #9 Scottsdale Az 85251
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: SK Date: 2/27/03 Lic. # 12075463

Fees:	100.00	100.00	—	—	24.00	$ 224.00
	Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. DLLC
3. Enter the license number currently at the location. 2003 MAR 27 P 2:46 / 12074258
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, Richard Henry Conner (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X Richard Henry Conner (Signature)

State of ARIZONA County of Maricopa
The foregoing instrument was acknowledged before me this 25th day of March, 2003.
Day of Month Month Year

OFFICIAL SEAL
KATHRYN A. SWANSON
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires June 30, 2003

My commission expires on: 6-30-2003

Kathryn A. Swanson (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	[redacted]					
☐						
☐ ☐						
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

MJW Management LLC
PO Box 67168
Phoenix, AZ 85082
2003 MAR 27 P 2:47

March 26, 2003

Zoning/Permits
City of Scottsdale
Civic Center Plaza
Scottsdale, AZ.

Re: PIPPO LLC (Sugo Pastaria) at 4151 N. Marshall Way

Gentlemen,

On behalf of Farm Gold LLC, owner of a commercial building located at 4151 N. Marshall Way, Scottsdale, Arizona, and I, Jeff Yaeger, as his property manager and leasing agent, do affirm that PIPPO LLC, dba as Sugo Pastaria has a valid lease for a restaurant at the afore mentioned premises, including use of the parking facilities. The previous lease to Zanzibar Restaurant has been terminated. The parking lot behind the building has 52 parking spaces including three handicap for the restaurant's use. They also have three assigned spaces under the parking cover, plus 100% use of the parking facilities after 5PM each day. The owner's also have grand-fathered parking rights under their C-2 zoning, which has not been relinquished for the frontages of the building on Marshall Way and Third Ave. I have attacked a site plan which includes the parking calculations by the current use and the grand-fathered parking rights. We hope this clarifies the parking situation at 4151 N. Marshall Way and our tenant, PIPPO LLC, dba as Sugo Pastaria. Please feel free to contact me at 602-418-5079, if there are any questions regarding this matter.

Sincerely,

Jeff Yaeger
Property Manager

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: PIPPO LLC DLLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 03/19/03 State where Incorporated/Organized: Arizona
2003 MAR 21 P 2:46
3. AZ Corporation Commission File No.: N/A Date authorized to do business in AZ: N/A
4. AZ L.L.C. File No: L-10698337 Date authorized to do business in AZ: 03/19/03
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Cristiani	Maurizio	—	Managing Member	[redacted]	
Osso	Giuseppe	B.	Member	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Cristiani	Maurizio	—	67%	[redacted]	
Osso	Giuseppe	B	33%	[redacted]	
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)
2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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.

2003 MAR 27 P 2:46

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

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

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

4. Current Business Address: _____

_____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

_____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT LICENSEE of the stated license. I have read this
(Print full name)
application and the contents and all statements are true, correct and complete.

X_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business Name and Address: _____
(Exactly as it appears on license)

2. New Business Name and Address: _____
(Do not use PO Box Number)

DLLC
2003 MAR 27 P 2:46

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 3000 ft. 3100 Name/Address of school: First Baptist Church of Scottsdale 7025 E. Osborn Rd Scottsdale, AZ 85251
(Regardless of distance)

2. Distance to nearest church: 5400 ft. 5400 Name/Address of church: Villa De Marie Academy 6335 E. Osborn Rd Scottsdale, AZ 85251
(Regardless of distance)

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: MJW Management C/o Century 21 PO Box 67168 Phoenix, AZ 85082 (602) 418-5079

4a. Monthly rental/lease rate $ 3700 MO. What is the remaining length of the lease? 5 yrs. 4 mos.

4b. What is the penalty if the lease is not fulfilled? $ 370 00 per Mo or other N/A
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ Ø

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Restaurant.

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 # 12074258 (Exactly as it appears on license) Name GTG Investment Richard Henry Conner

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:
   ~~12074258~~ RICHARD HENRY CONNER and license #: 12074258
   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. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that 40% of your annual gross revenue must be from food sales? ☒ YES ☐ NO

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

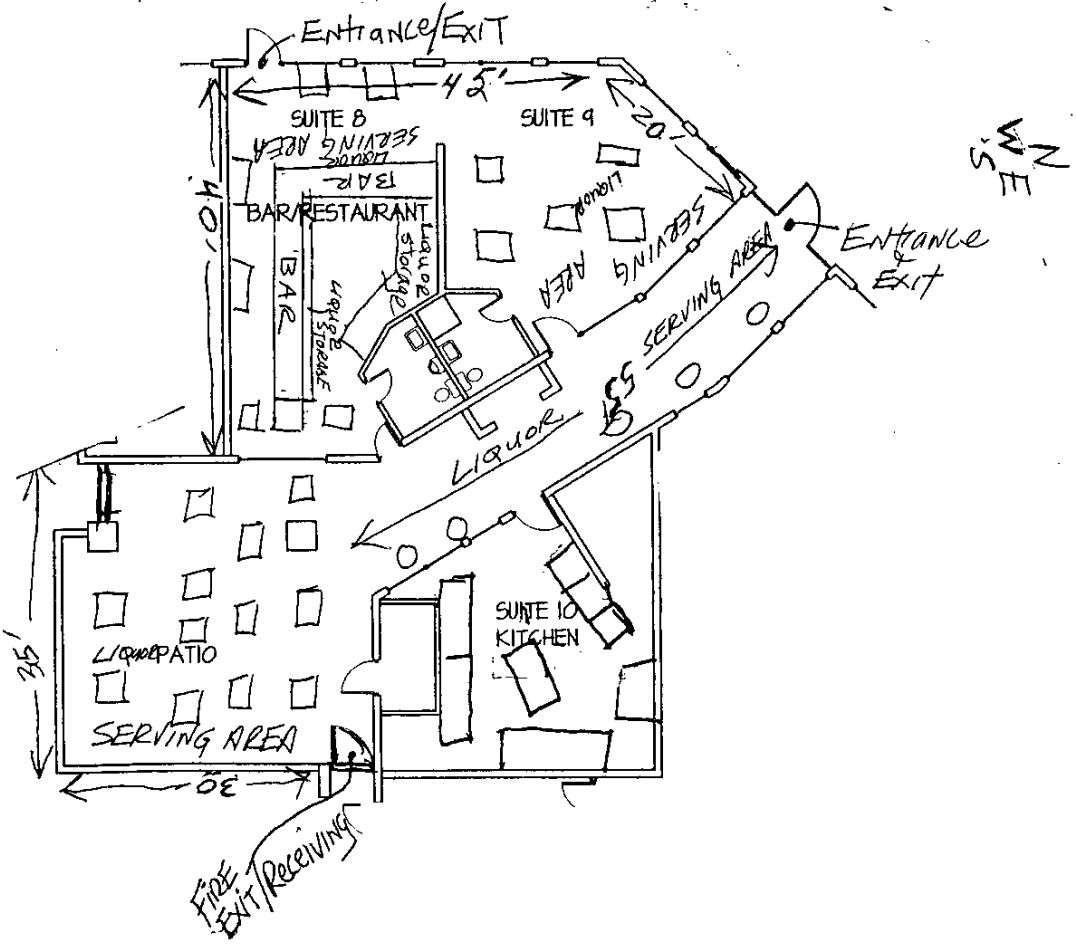
1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☒ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

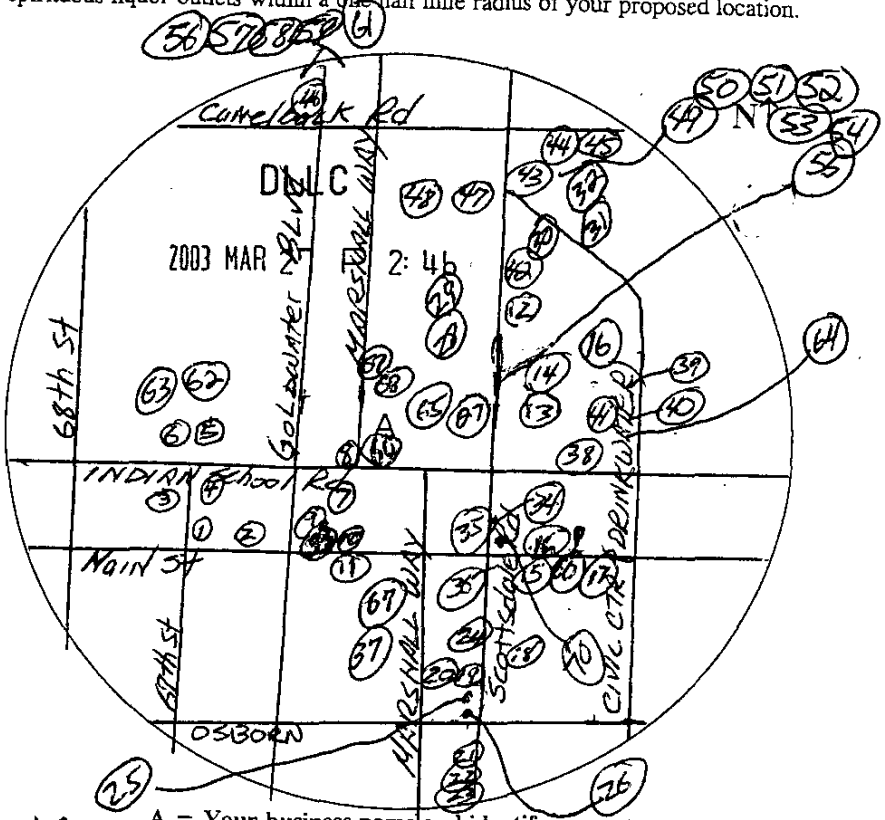
SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. Old Town Tortilla Factory
2. GRAZIE
3. Valley Ho
4. Circle K
5. Econolodge
6. Village Inn
7. Coach House Inn
8. Ayako of Tokyo
9. Panache
10. Cafe Forte
11. Mailee's
12. Italian Grotto
13. Marriott
14. ARCADIA FINE WINE
15. Peske's Grill

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Pages 19 & 20 #16 thru #90



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, MAURIZIO CRISTIANI, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

(Print name of APPLICANT/AGENT listed in Section 4 Question 1)

X _____ (Signature)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 27 day of March, 2003.

Day of Month Month Year

My commission expires on: _____

OFFICIAL SEAL
SHERRY KINCAID
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 14, 2006

(Signature of NOTARY PUBLIC)

SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

BLLC
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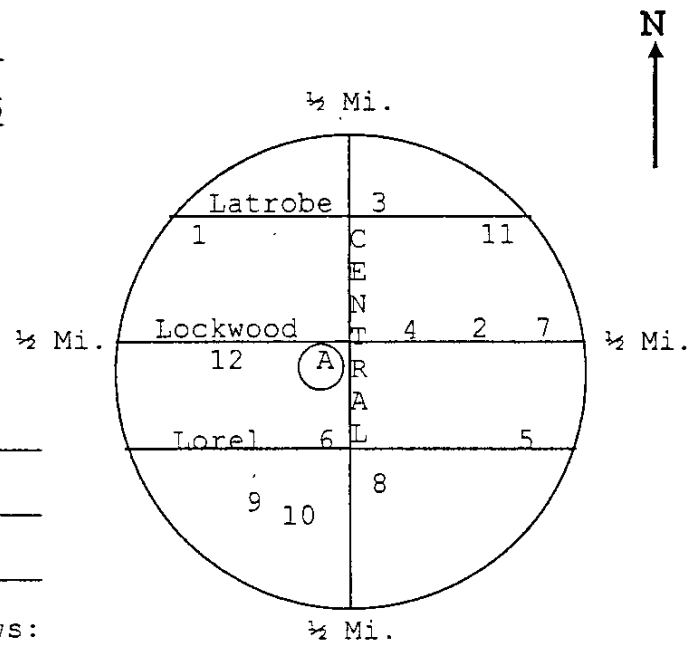
A = Applicant	Series 12
01 Pink Elephants	Series 06
02 Mama's Rest.	Series 12
03 Corner Liquors	Series 09
04 Joe's Groceries	Series 10
05 Lions Club	Series 14
06 Burgers R Us	Series 07
07 Pizza Perfect	Series 07
08 Billy Bobs Bar	Series 06
09 St. Anthonys Church	
10 St. Anthonys School	
11 Burbank Middle School	
12 First United Baptist Church	
13	
14	
15	



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

Arizona Department of Liquor License
Section 16 Geographical Data
Applicant - Pippo LLC
Agent - Maurizio Cristiani

DLLC
2003 MAR 27 P 2:46

16. Karen's Grill
17. Los Olivos
18. FUZIO
19. Texaco Food Mart
20. VFW - American Legion
21. Walgreens
22. Olive Garden
23. Red Lobster
24. Billett Bar
25. Wisky Creek
26. Oregano's
27. Cajun House
28. Dos Gringos
29. Acme Bar & Grill
30. La Ca Da Mille
31. Gilligins
32. Martin's Ranch
33. Mabel Murphy's
34. Pink Pony
35. BUCA's
36. RA Sushi
37. Stage Brush Play House
38. Nilton
39. Blue Agave Grill
40. Outback Steakhouse
41. Lucky Seven
42. Pacifac Fish Co.
43. Bucket's
44. Blue Horse Tavern
45. Julio J's
46. Neiman Marcus
47. Cateye lounge
48. Koyoto Grill
49. Maloney's
50. DJ's
51. Vertigo
52. Sanctuary
53. Suede
54. AXIS/RADIUS
55. Pearl
56. Z-TAJA'S
57. Kona Grill
58. Louie's Bar (Bar Louie's)
59. PF Changs
60. Frank & Lupe's
61. Ruby's

Arizona Department of Liquor License
Section 16 Geographical Data
Applicant - Pippo LLC - Maurizio Cristiani - Agent

DLLC

2003 MAR 27 P 2:46

(62) Anderson's Fifth Estate
(63) SOHO
(64) Tequilla Grill
(65) NOYZ
(66) Rusty Spur
(67) Madison's
(68) Blue Rafe
(69) Devil's Martini
(70) Bandera's

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully, this instrument is a sworn document. Type or print with black ink

DLLC

An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

2003 MAR 27 P 2:46

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075463
(If the location is currently licensed)

1. Check appropriate box →
   - ☐ Owner ☐ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
   - ☐ Manager (Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: OSSO (Last) GIUSEPPE (First) B (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: ARIZONA
(This Will Not Become a Part of Public Records)

4. Place of Birth: ENGLEWOOD (City) N.J. (State) USA (Country) (not county) Height: 5'11" Weight: 200 Eyes: BRN Hair: BRN

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: OSSO (Last) CHRISTINE (First) M (Middle) CALDARONE (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 10/2002

8 Telephone number to contact you during business hours for any questions regarding this document. ([redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: SUGO PASTARIA WINEBAR Premises Phone: (480) 949-7846

11. Licensed Premises Address: 4151 N. MARSHALL (Street Address) (Do not use PO Box #) SUITE 8, 9, 10 SCOTTSDALE (City) MARICOPA (County) 85251 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
10-02	CURRENT	GRAZIE PIZZARIA WINEBAR / CHEF	MAURIZIO CRISTIANI 6952 E MAIN ST. SCOTTSDALE AZ 85251
6-00	9-02	CHEF	AMERICAN GOURMET 81 W. ALLENDALE AVE ALLENDALE, N.J. 07401
4-99	6-00	CHEF	FIO'S RISTORANTE STAMFORD CONNECTICUT 41 LONGRIDGE RD

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
9-02	CURRENT	RENT	[redacted]	[redacted]	[redacted]	[redacted]
10-01	9-02	RENT	381 FRANKLIN AVE APT. 3	WYCOFF	N.J	07481
9-00	10-01	RENT	876 JUNIPER WAY	MAHWAH	N.J.	07430
2-72	9-00	OWN	793 INWOOD TERRACE	CLIFFSIDE PK.	N.J.	07010

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 8 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* DLLC ☐ YES ☒ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* 2003 MAR 27 P 2:48 ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involv[redacted]*ntation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person , been an [redacted] or, or manager on *any other liquor* [redacted] state? ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you ch[redacted] box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal [redacted] agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, GIUSEPPE B OSSO, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____ (Signature of Applicant)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
AMY ABRAHAMSEN
My Commission Expires 10/25/06

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 27 day of March, 2003
(Day of Month) (Month) (Year)

My commission expires on: 25 OCT 2006 (Day of Month, Month, Year) _____ (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] County of _____
The foregoing instrument was acknowledged before me this

X _____ (Signature of LICENSEE/AGENT) _____ day of _____, _____
Day of Month Month Year

My commission expires on: _____ (Day of Month, Month, Year) _____ (Signature of NOTARY PUBLIC)

GIUSEPPE B OSSO

QUESTIONNAIRE # 12

SS# 1

DLLC

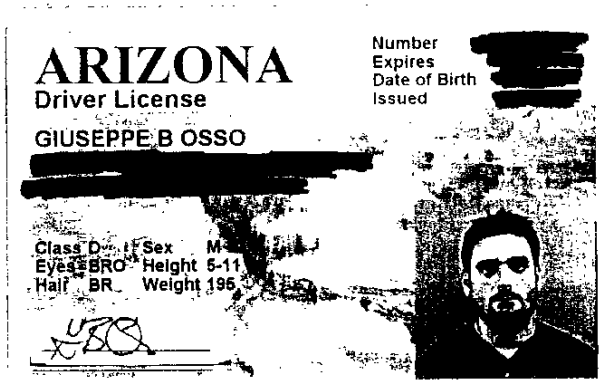
2003 MAR 27 P 2:46

EMPLOYMENT HISTORY

FROM	TO	DESCRIPTION POSITION	EMPLOYERS NAME ADDRESS
9-97	8-99	WAREHOUSE MANAGER	INFINITI COLOR GRAPHICS 2 ANDERSON AVENUE MOONACHIE, N.J.

DLLC

2003 MAR 27 P 2:46



3-27-03

Amy Abrahamsen 3/27/03
comm. exp. 10/25/2006

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
AMY ABRAHAMSEN
My Commission Expires 10/25/06

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully , this instrument is a sworn document. Type or print with black ink
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

DLLC 2003 MAR 27 P 2:46 1040086

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075463
(If the location is currently licensed)

1. Check appropriate box →
   - ☐ Owner ☒ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
   - ☐ Manager(Only) Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: CRISTIANI MAURIZIO (Last / First / Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: ROMA ITALY (City / State / Country (not county)) Height: 5'10 Weight: 190 Eyes: BR Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: ALEXANDER SANDRA D (Last / First / Middle / Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: APRIL 92

8 Telephone number to contact you during business hours for any questions regarding this document: [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: SUGO PASTARIA WINEBAR Premises Phone: (480) 949-7846

11. Licensed Premises Address: 4151 E MARSHALL WAY #8/9/10 Scottsdale MARICOPA 85251
(Street Address (Do not use PO Box #) / City / County / Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
11/01	CURRENT	OWNER	GRAZIE PIZZERIA WINEBAR 6952 E MAIN Scottsdale AZ 85251
04/94	CURRENT	OWNER	Another LANGUAGE 2211 E HIGHLAND #110 PHX AZ 85016

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
05/02	CURRENT	OWN	[redacted]	←		
05/00	05/02	OWN	10795 E GREENWAY Rd	Scottsdale	AZ	85259
03/98	05/00	OWN	10665 N 106th WAY Rd	Scottsdale	AZ	85259
3/94	10/98	Rent	6949 E PORTLAND Ln	Scottsdale	AZ	85257

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 6/6 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* DLEC ☐ YES ☒ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* 2003 MAR 27 P 2:46 ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which [redacted] *presentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person , be[redacted]ector, or manager on *any other liquor license* [redacted]ns or [redacted]other state? ☒ YES ☐ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] If you chec[redacted]ger box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MAURIZIO CRISTIANI, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X [signature]
(Signature of Applicant)

State of _____ County of _____
The foregoing instrument was acknowledged before me this 03 day of 27, 2003.
Day of Month Month Year

My commission expires on: Dec 9 / 2005
Day of Month Month Year

[signature]
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

grazie
PIZZERIA WINE BAR
6952 East Main Street
Scottsdale, Arizona 85251
(480) 663-9797

DLLC

#20

2003 MAR 27 P 2:46

Dear Liquor Board,
I, Maurizio Cristiani, applying for this interim license for SUGO PASTARIA WINEBAR, 4151 Marshall Way #8,9,10 in Scottsdale, MARICOPA, 85251, have answered yes to question 20 of the application because I am the agent and 100% holder of license #07070499 issued November 23, 2001 to BIG LLC dba GRAZIE PIZZERIA WINEBAR.
Thank you.

Maurizio Cristiani

DLLC

2003 MAR 27 P 2:47

ARIZONA
Driver License

Number [redacted]
Expires
Date of Birth
Issued

MAURIZIO CRISTIANI

[redacted]

Class D Sex M
Eyes BRO Height 5-10
Hair BR Weight 190

THE UNITED STATES OF AMERICA

No: [redacted]

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [redacted]

Sex: MALE

Height: 5 *feet* 10 *inches*

Marital status: SINGLE

Country of former nationality: ITALY

INS Registration No. [redacted]

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Maurizio Cristiani

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General

at: PHOENIX, ARIZONA

The Attorney General having found that:

MAURIZIO CRISTIANI

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U S DIST CT FOR THE DISTRICT OF ARIZONA

at: PHOENIX, ARIZONA *on:* AUG 04 2000

that such person is admitted as a citizen of the United States of America.

Doris Meissner

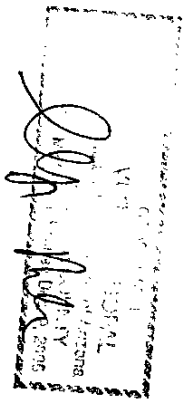
Commissioner of Immigration and Naturalization

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

DEPARTMENT OF JUSTICE

FORM N-550 REV. 8-91

2003 MAR 27 P 2:47



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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(602) 542-5141

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Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119) DLLC

C. Employee time cards (actual document used to sign in and out each work day) 2003 MAR 27 P 2:47

D. Payroll records for all employees showing hours worked each week and hourly wages

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

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. 205.02.G. For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.

2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** Licensee/Agent's Name):

CRISTIANI MAURIZIO

Last First Middle

have read and fully understand all aspects of this statement.

State of AZ County

of Maricopa

The foregoing instrument was acknowledged before me this

x _____ 27 day of March, 2003

(Signature of Licensee/Agent) Day of Month Month Year

My commission Expires on _____ Day of Month Month Year

OFFICIAL SEAL
SHERRY KINCAID
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 14, 2006

(Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934 DLLC
(602) 542-5141

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

2003 MAR 27 P 2:47

RESTAURANT OPERATION PLAN

LICENSE # _____

1. List by Make, Model and Capacity of your :

Grill	N/A
Oven	1- 6 BURNER - MONTAGUE GRIZZLEY 1- 6 BURNER - U.S. RANGE
Freezer	1- McCALL - 1 DOOR FREEZER 1- CARNELIUS - ICE MACHINE / 1- JINOTEMP FRIDGE 1- McCALL - 2 DOOR LOW BOY FREEZER 1- McCALL 2 DOOR LOW BOY - BAR FRIDGE
Refrigerator	1- McCALL - 2 DOOR LOW BOY SANDWICH STATION 1- TRUE - SODA FRIDGE 1- GLENCO - 2 DOOR UPRIGHT
Sink	1- HANDWASH SINK - KITCHEN 1- VEGETABLE PREP SINK 1- 3 COMP SINK FOR DISHWASHER 1- HANDWASH SINK - BAR 1- MOP SINK. 1- 3 COMP GLASS SINK - BAR
Dish Washing Facilities	1- ES 2000 DISHWASHER - ECOLAB
Food Preparation Counter (Dimensions)	2- 30" x 60" STAINLESS STEEL PREP TABLES
Other	1- BERKEL SLICER 1- AEROHOT FOOD WARMER 2- AMANA MICROWAVES

2. Print the name of your restaurant: SUGO PASTARIA WINEBAR

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

   a. Restaurant area of your premises [110]

   b. Bar area of your premises [+ 10]

   c. Total area of your premises [120]

5. What type of dinnerware and utensils are utilized within your restaurant?
   ☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☒ Yes 15% % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 85% %

*Disabled individuals requiring special accommodations, please call the Department.

8. Does your restaurant Contain any games or television? ☑ Yes ☐ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)

One TV

DLLC
2003 MAR 27 P 2:47

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

SANDRA ALEXANDER manager
CHRISTINA ANTHIMIATES waitress / asst manager
OSSO GIUSEPPE CHEF
RAMON CARRETO sous / chef
OMAR CARRETO dishwasher
ALEJANDRO CARRETO prep
NIKKI PADILLA waitress
MAURIZIO CRISTIANI bartender
NATASHA GHORBANI HOSTESS

I, MAURIZIO CRISTIANI, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read theis application and the contents and all statements true, correct and complete.

X _____
(Signature of APPLICANT)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day of Month Month Year

My commission expires on:: Dec 19 2005

_____
(Signature of NOTARY PUBLIC)

SUGO

PASTA BAR WINEBAR

4151 E. Marshall Way
Scottsdale, Arizona
(480) 947-9463

2003 MAR 27 P 2:47

Gli Antipasti

Piatto Misto ~ Salame, Ham, Capocollo, Provolone, and Olives 9
Formaggi Misti ~ A sample of Delicious Imported Italian Cheeses served with Italian Breadsticks 10
Bruschetta Pomodoro ~ Tomato & Basil Bruschetta 8
Bruschetta Salsiccia ~ Italian Fennel Sausage Bruschetta 8
Fornarina ~ Pizza Pie with Extra Virgin Olive Oil, Oregano topped with Prosciutto 8
Carpaccio Bresaola ~ Sliced Bresaola, Arugula, Parmigiano, Lemon Vinaigrette 10

Le Insalate

Caesar ~ Grazie's version of the classic 9
Caprese ~ Tomatoes, Mozzarella, Basil, Oregano with Extra Virgin Olive Oil 8
Emiliana ~ Arugula, Baby Greens, Parmigiano, Red Onions, Red Peppers and Pine Nuts with a Balsamic Vinaigrette 9
Insalata della Casa ~ Baby Greens with Tomatoes, Cucumbers, Olives and Peppers served with Italian Vinaigrette or Creamy Gorgonzola Cheese Dressing small 5, large 8

Le Paste

Tortellini ~ Tomato Sauce, Mozzarella, Basil, Grated Parmigiano, Extra Virgin Olive Oil 10
Ravioli ~ Tomato Sauce, Garlic, Basil, Oregano, Extra Virgin Olive Oil 8
Fettuccine ~ Mozzarella, Prosciutto Crudo, Arugula and Shaved Parmigiano 12
Spaghetti ~ Tomato Sauce, Mozzarella, Mushrooms and Italian Fennel Sausage, Extra Virgin Olive Oil 12
Bucatini ~ Tomato Sauce, Mozzarella, Ricotta, Ham, Salame, Extra Virgin Olive Oil 12
Penne ~ Tomato Sauce, Mozzarella, Anchovies, Capers, Kalamata Olives and Oregano, Extra Virgin Olive Oil 11
Lasagne~ Mozzarella, Provolone, Parmigiano, Roasted Red and Yellow Peppers, Caramelized Onions, Extra Virgin Olive Oil 12
Paglia e fieno ~ Tomato Sauce, Mozzarella and Pepperoni, Extra Virgin Olive Oil 11
Agnolotti ~ Tomato Sauce, Mozzarella, Salame, Mushrooms, Ham and Kalamata Olives, Extra Virgin Olive Oil 12

I Dolci

Dolce della Casa ~ Slightly Charred Sweet Calzone filled with Chocolate Hazelnut and Banana topped with Vanilla Ice Cream 10
Grazie Tiramisu ~ Lady Fingers, Mascarpone's Zabaione, Cocoa, Espresso 6

Le Bevande

Bottled Water small 2 large 4 Soft Drinks 2.50 Purethé Iced Tea (750 ml) 4
Espresso 1.75 Doppio Espresso 2 Cappuccino 2.50 Caffé Americano 1.50

NO SUBSTITUTIONS PLEASE

FOR PARTIES OF 8 OR MORE AN 18% GRATUITY MAY BE ADDED TO YOUR BILL

CITY COUNCIL REPORT

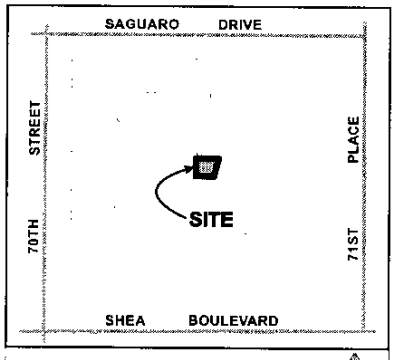
MEETING DATE: July 2, 2003 ITEM NO. 2 GOAL: Preserve Character and Environment

SUBJECT

Restaurant Liquor License Request for Nantucket Seafood & Raw Bar
33-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for a new restaurant location.



General Location Map N.T.S. N

OWNER

Fred Peter Guaragna

APPLICANT CONTACT

Fred Peter Guaragna
480-743-1963

LOCATION

7000 E. Shea Blvd, Suite 125

BACKGROUND

This site is zoned C-2 (Central Business District).

This request is for a new series 12 (restaurant) liquor license for a restaurant location. This establishment previously operated without a liquor license under the business name Delicious Café.

The distance to the nearest school, Chaparral High School, is 1400 feet.
The distance to the nearest church, Chaparral Christian Church, is 3100 feet.
There are 49 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 (restaurant) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant

(Continued)

has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

Development Information. This establishment is 1764 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF

City Council has the option of recommending approval or denial to the

RECOMMENDATION

Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

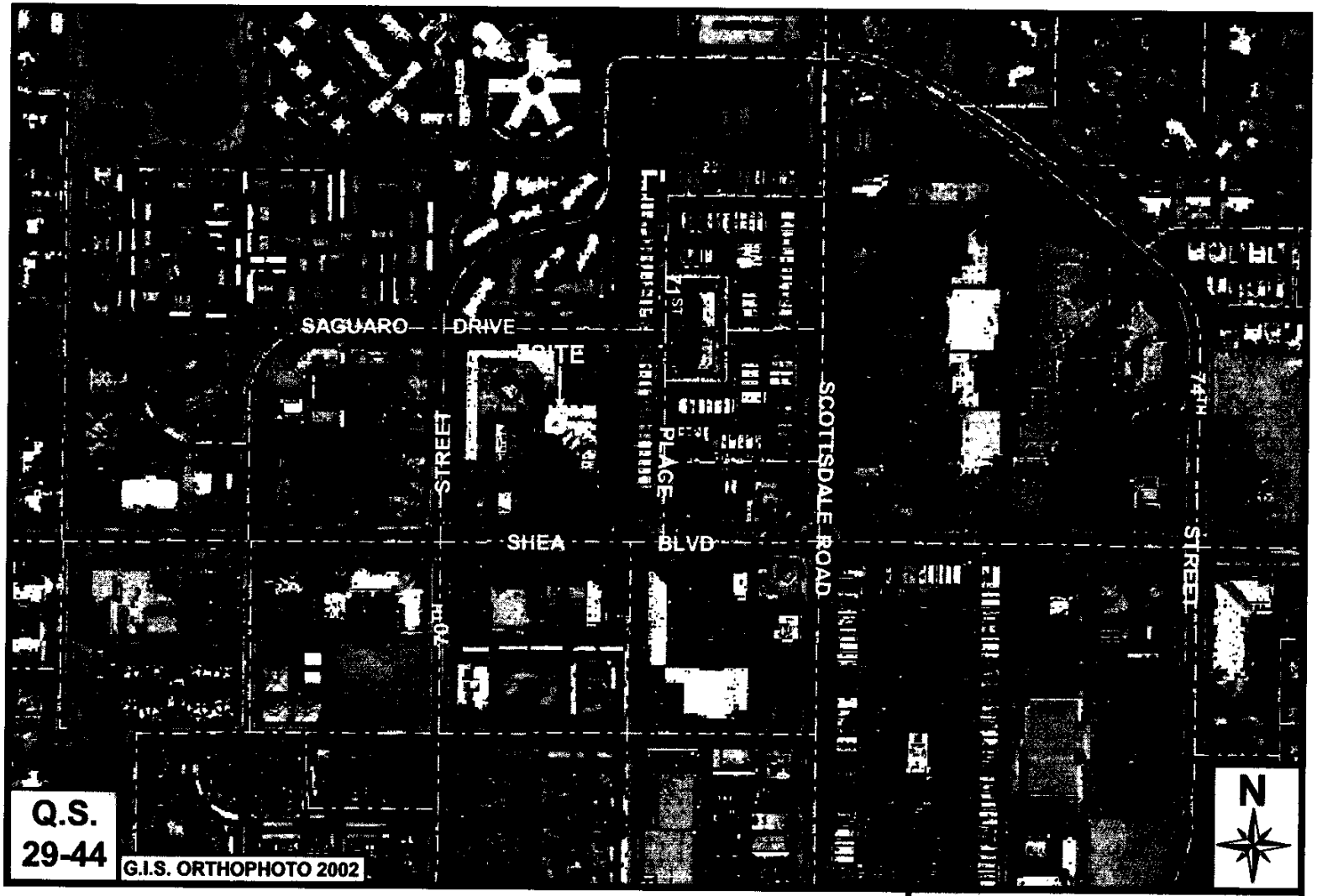
APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03
Ed Gawf — Date
Deputy City Manager

ATTACHMENTS

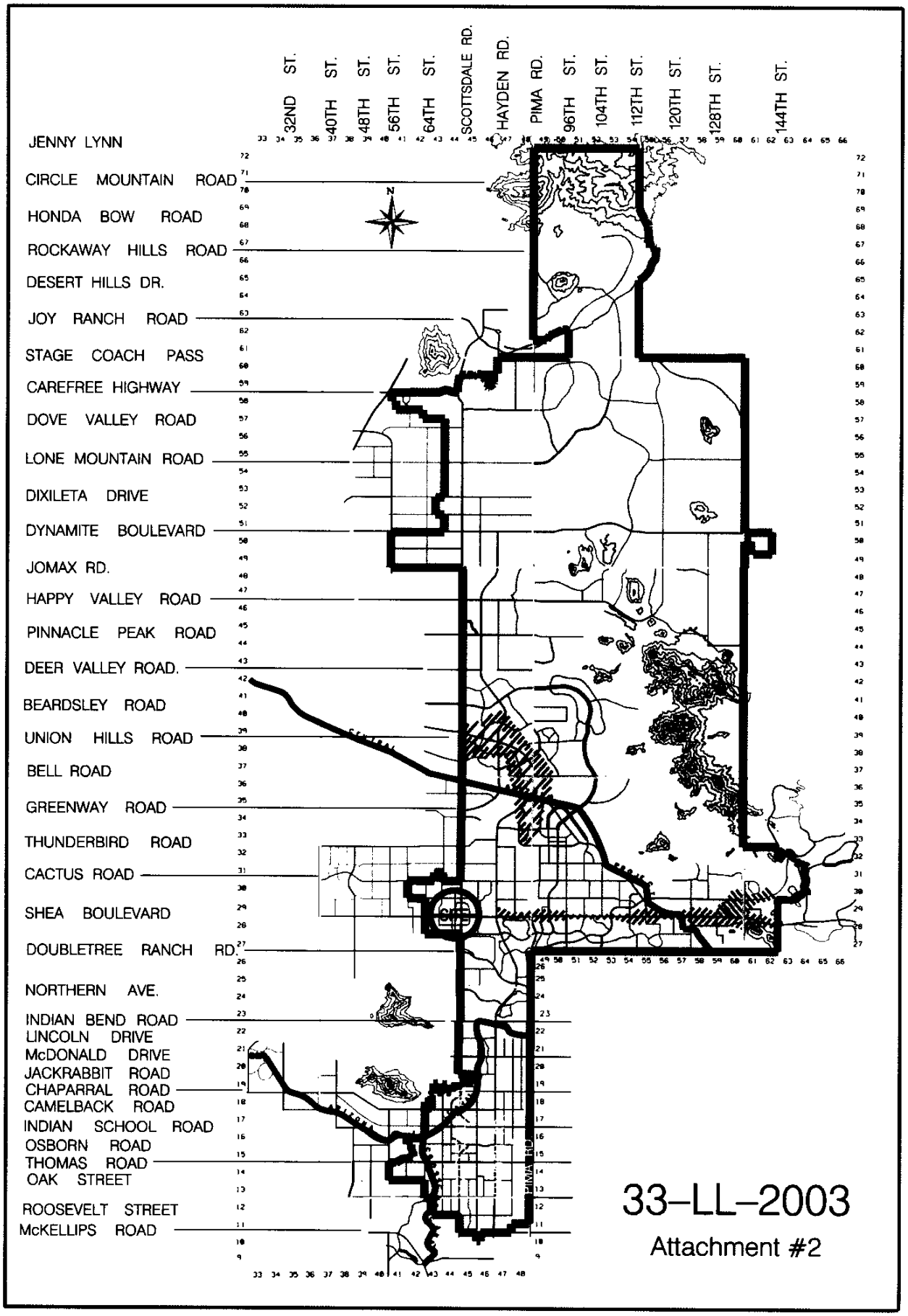
#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application



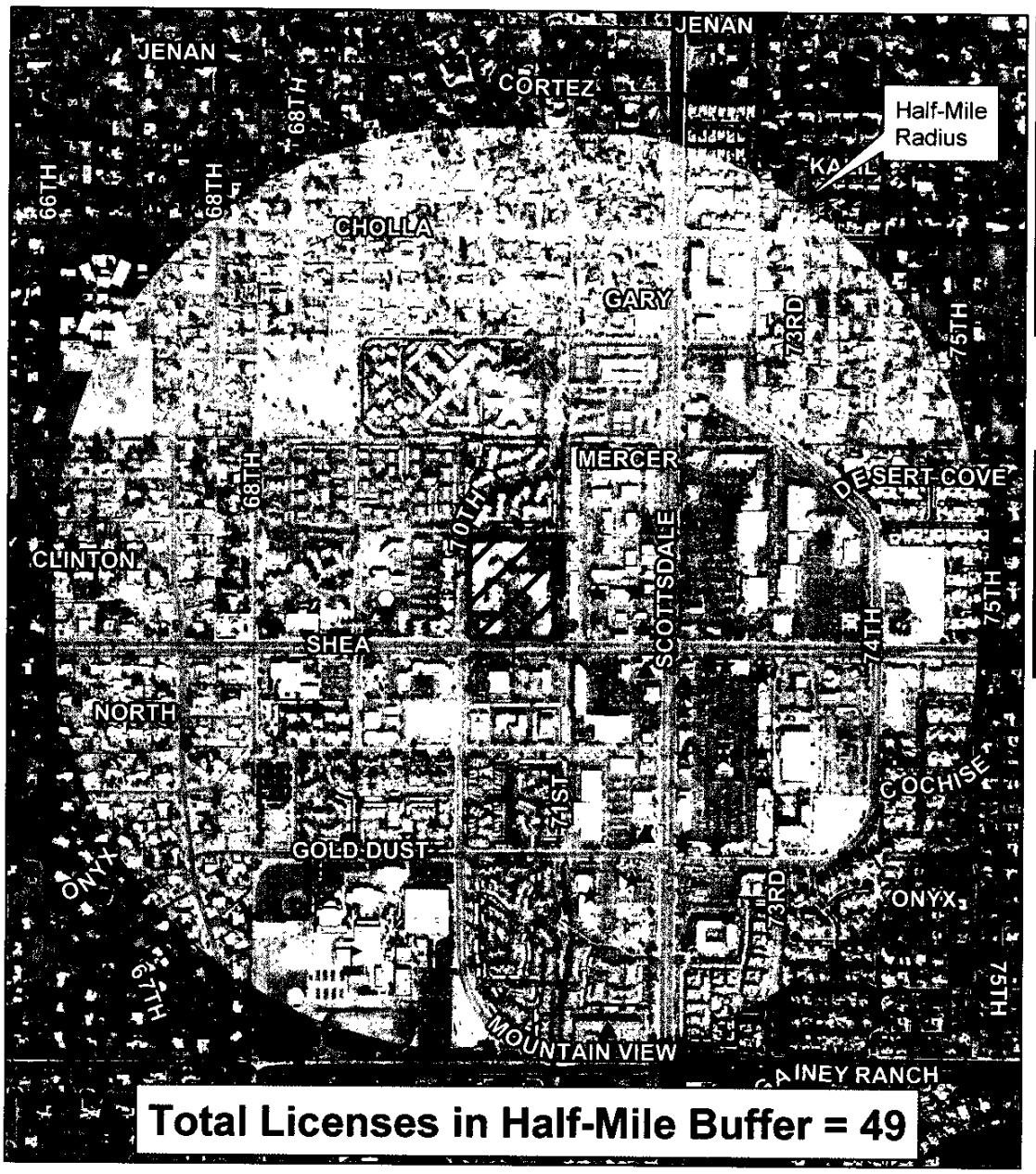
Nantucket Seafood and Raw Bar

33-LL-2003

ATTACHMENT #1


32ND ST.
40TH ST.
48TH ST.
56TH ST.
64TH ST.
SCOTTSDALE RD.
HAYDEN RD.
PIMA RD.
96TH ST.
104TH ST.
112TH ST.
120TH ST.
128TH ST.
144TH ST.
JENNY LYNN
CIRCLE MOUNTAIN ROAD
HONDA BOW ROAD
ROCKAWAY HILLS ROAD
DESERT HILLS DR.
JOY RANCH ROAD
STAGE COACH PASS
CAREFREE HIGHWAY
DOVE VALLEY ROAD
LONE MOUNTAIN ROAD
DIXILETA DRIVE
DYNAMITE BOULEVARD
JOMAX RD.
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
DEER VALLEY ROAD.
BEARDSLEY ROAD
UNION HILLS ROAD
BELL ROAD
GREENWAY ROAD
THUNDERBIRD ROAD
CACTUS ROAD
SHEA BOULEVARD
DOUBLETREE RANCH RD.
NORTHERN AVE.
INDIAN BEND ROAD
LINCOLN DRIVE
McDONALD DRIVE
JACKRABBIT ROAD
CHAPARRAL ROAD
CAMELBACK ROAD
INDIAN SCHOOL ROAD
OSBORN ROAD
THOMAS ROAD
OAK STREET
ROOSEVELT STREET
McKELLIPS ROAD
N
33-LL-2003
Attachment #2

[redacted] A Half-Mile



Liquor Licenses

Series, Count

- Distiller, 1
- Bar, 7
- Beer-Wine Bar, 7
- Liquor Store, 5
- Beer-Wine Store, 5
- Restaurant, 24

Legend

- Public School
- Private School
- Faith Communities

N
W E
S

0 700 1,400 2,800 Feet

1 inch equals 1,069.00 feet

liquor licenses.mxd
Printed 5/15/03
Created By: Brian Hancock
Source: City of Scottsdale

33-LL-2003

Attachment #3

Planning & Development Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

33-11-2003 **APPLICATION FOR LIQUOR LICENSE**

TYPE OR PRINT WITH BLACK INK

2003 MAY -1 P 4:04

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.

MAY 0 8 2003

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 12075506

1. Type of License: Restaurant 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. Guaragna (Last) Fred (First) Peter (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: N/A [redacted]
3. Business Name: Nantucket SeaFood and Raw Bar
(Exactly as it appears on the exterior of premises)
4. Business Address: 7000 E. Shea BLvd, Suite 125 (City) Scottsdale, Maricopa (COUNTY) 85254 (Zip)
(Do not use PO Box Number)
5. ~~Business Phone: (602) 743-1963~~ Pending Mobile Tenp Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 7000 E. Shea BLvd, Suite 125, (City) Scottsdale, (State) AZ (Zip) 85254
8. Enter the amount paid for a 06, 07, or 09 license: $ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: _____ Date: 5/1/03 Lic. # 12075506

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $ _____ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

CTION 5 Interim Permit:

If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

There MUST be a valid license of the same type you are applying for currently issued to the location.

Enter the license number currently at the location. _____ 2003 MAY -1 P 4:04

Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

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

_____, declare that I am the CURRENT LICENSEE of the stated license and
(Print full name)
ation . I have read this application and the contents and all statements are true, correct and complete.

_____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____.
Day of Month Month Year

commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

CTION 6 Individual or Partnership Owners:

CH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

Individual:

st	First	Middle	% Owned	Residence Address	City State Zip
Guaragna	Fred	Peter	100%	[redacted]	

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

eral-Limited	Last [redacted]	% Owned	Residence Address	City State Zip
☐ ☐				
☐ ☐				
☐ ☐				
☐ ☐		%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

☐ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last First Middle	Title	Residence Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last First Middle	% Owned	Residence Address City State Zip
	%	
	%	
	%	
	%	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last First Middle	Title	Residence Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:

Current Licensee's Name: _____
actly as it appears on license) Last First Middle

Assignee's Name: _____
Last First Middle

License Type: _____ License Number: _____ Date of Last Renewal: _____

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.

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

Person to administer this license: _____
Last First Middle

Assignee's Name: _____
Last First Middle

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

ECTION 11 Person to Person Transfer:

iestions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

Current Licensee's Name: _____ Entity: _____
actly as it appears on license) Last First Middle (Indiv., Agent, etc.)

Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

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

Current Business Address: _____

_____

License Type: _____ License Number: _____ Last Renewal Date: _____

Current Mailing Address (other than business): _____

_____

Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

_____, declare that I am the CURRENT LICENSEE of the stated license. I have read this
(Print full name)
lication and the contents and all statements are true, correct and complete.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business Name and Address: (Exactly as it appears on license) _____

DLIC

2. New Business Name and Address: (Do not use PO Box Number) _____

2003 MAY -1 P 4:04

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 2,200 ft. (Regardless of distance) Name/Address of school: Chaparral High School 6935 E Gold Dust Ave. Scottsdale, AZ 85254

2. Distance to nearest church: 3,200 ft. (Regardless of distance) Name/Address of church: Chaparral Christian Church 6451 E Shea BLvd Scottsdale, AZ 85254

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: M.E.B Management 7000 E. Shea BLvd, Suite 1470 Scottsdale, AZ 85254

4a. Monthly rental/lease rate $ 4000 NO/100. What is the remaining length of the lease? 5 yrs. Ø mos.

4b. What is the penalty if the lease is not fulfilled? $ 400 00 or other N/A (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ Ø

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Seafood Restaurant.

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 # _____ (Exactly as it appears on license) Name _____

:CTION 14 Restaurant, or Hotel-Motel Applicants:

Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☒ NO If yes, give licensee's name:

_____ and license #: _____
Last First Middle

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. Section 4-203.01; and complete Section 5 of this application.

All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor. ✓

Do you understand that 40% of your annual gross revenue must be from food sales? ☒ YES ☐ NO

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

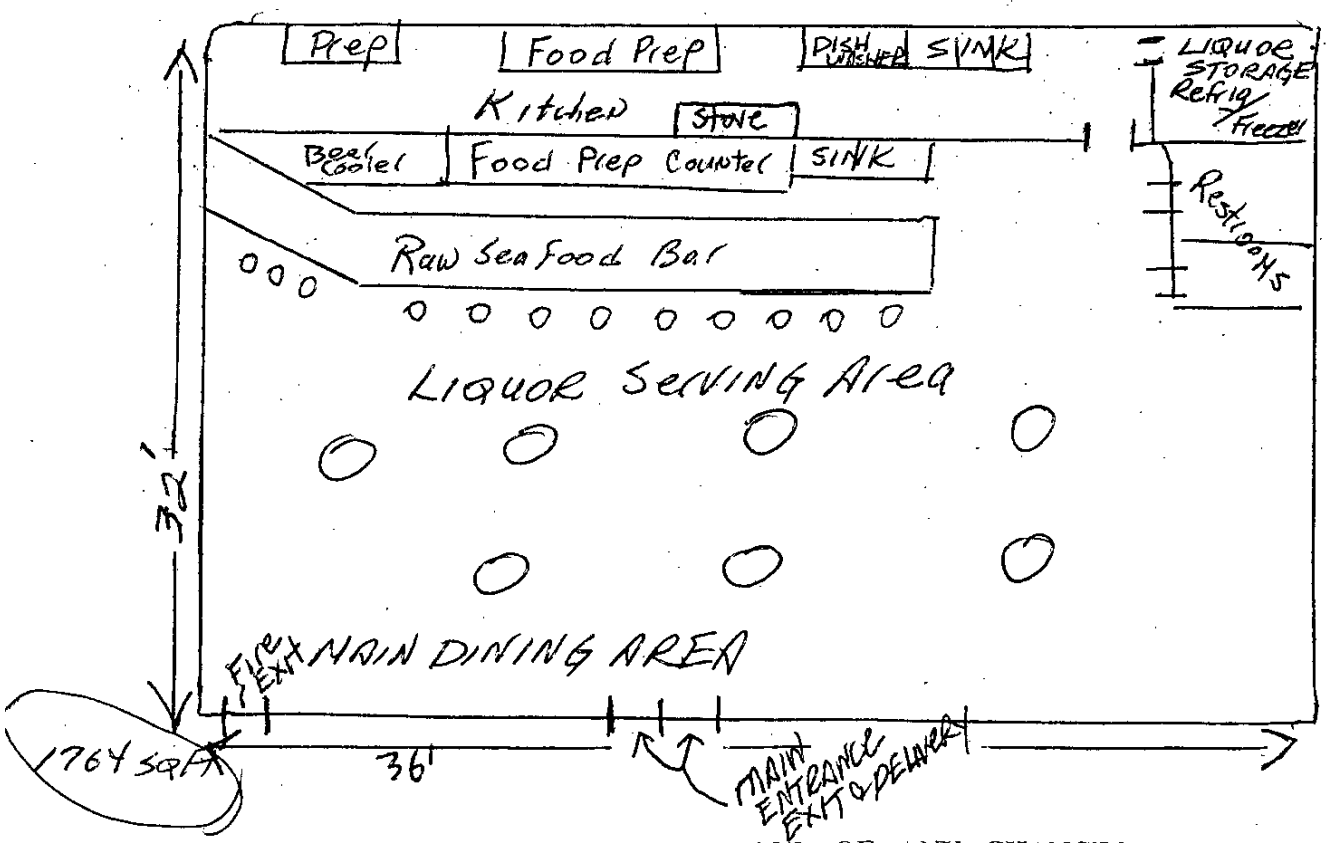
Check ALL boxes that apply to your licensed premises:

- ☒ Entrances/Exits
- ☐ Drive-in windows
- ☐ Service windows
- ☒ Liquor storage areas
- ☐ Patio enclosures
- ☒ Under construction: estimated completion date 06/01/03

Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



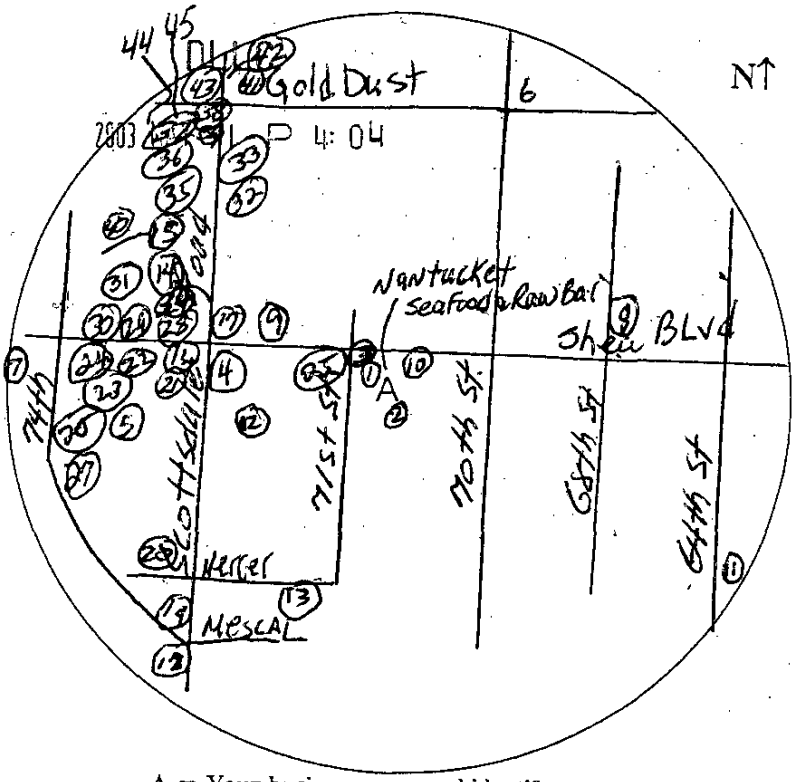
)U MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, :TRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

ECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.

ow the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

Eli's American Grill
Maria's When In Naples
Claim Jumpers Restaurant
Circle K
5. Safeway
6. Chaparral High School
7. St Anthonys Church
8. Chaparral Christian Church
9. Wild Oats Market
10. Sushi on Shea
11. Blessed Sacrament Church
12. Drinkwaters Liquor
13. Pizza ferro's
14. New York Pizza
15. Tacanisai Rest

(ATTACH ADDITIONAL SHEET IF NECESSARY)
16-45 See attached



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, FRED GUARAENA, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 8 day of April, 2003.
Month Year

GEINA D. YAGER
Notary Public - Arizona
Maricopa County
My Commission Expires
June 21, 2003

My commission expires on: June 21, 2003

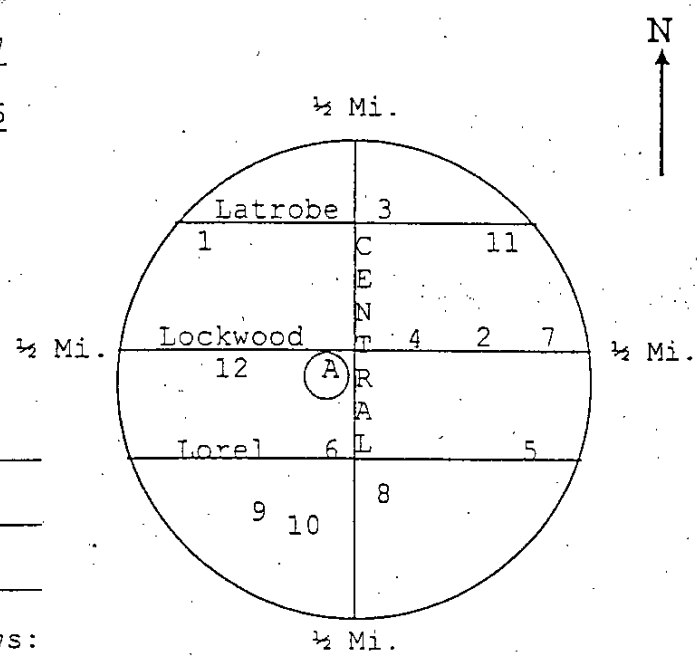
(Signature of NOTARY PUBLIC)

SAMPLE

GEOGRAPHICAL DATA

ı the area adjacent to the map provided below indicates your proposed location ıd the exact names of all churches, schools, and alcoholic beverage outlets ıthin a 1/2 mile radius of your proposed location.
See example below)

= Applicant	Series 12
L Pink Elephants	Series 06
2 Mama's Rest.	Series 12
3 Corner Liquors	Series 09
4 Joe's Groceries	Series 10
5 Lions Club	Series 14
6 Burgers R Us	Series 07
7 Pizza Perfect	Series 07
8 Billy Bobs Bar	Series 06
9 St. Anthonys Church	
10 St. Anthonys School	
. Burbank Middle School	
12 First United Baptist Church	



R.S. Section 4-207.A reads as follows:

No retailers license shall be issued for any premises which are. at the time e license application is received by the Director, within three hundred(300) rizontal feet of a church, within three hundred(300) horizontal feet of a ıblic or private school building with kindergarten programs or any of ·ades one(1) through twelve(12). or within three hundred(300) horizontal ·et of a fenced recreational area adjacent to such school building.

Arizona Department of Liquor Licenses & Control
Section #16 Geographical Data

2003 MAY -1 P 4:04

Fred Peter Guarangna
SS# [redacted]
#12 4L application

Continued

16 Arco Combs
17 Chevron JB's Food Mart
18 Macayo's
19 Lone Star
20 Shady O's
21 Jason's Deli
22 Peking Palace
23 Osco's Drug
24 Blue Burritto Grill
25 Handle Bar J's
26 Coffee Plantation
27 Samuri Sam's
28 Chuck Box
29 La Fonda Del Sol
30 Ernie's
31 Buzz
32 Mobil
33 Denny's
34 Rio's
35 Parrott Cafe
36 El Camino Cafe
37 Razz
38 Stomp Swamp
39 Lalo Conda Rest
40 Schmedly's (Schmedley's)
41 JETZ
42 California Pizza Kitchen
43 Macaroni Grill
44 Best Western
45 [redacted] NACKERS Grill

[redacted]

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

DLLC

2003 MAY -1 P 4:04

RESTAURANT OPERATION PLAN

LICENSE # 12075504

1. List by Make, Model and Capacity of your :

Grill	Vulcan 4 Burner Stove Range
Oven	Vulcan 4 Burner Range /
Freezer	Nor Lake Walk-In Combo 26x78
Refrigerator	~~Blue~~ Beverage Dispenser Nor Lake Walk-In Combo 26x78
Sink	3-Sink Sanitary Wash Sink
Dish Washing Facilities	Jackson Dishwasher w/chemical sanitizer
Food Preparation Counter (Dimensions)	Beverage Air 67 Prep Table, Buckboard Raw Seafood Prep Table
Other	True Glass Door Refrig 2dr 54x83¼ Scottsman Flake Ice Digital Scale, Machine, True Double Dairy Display, Tomlinson Soup Kettles

2. Print the name of your restaurant: Nantucket Seafood & Raw Bar

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

a. **Restaurant area** of your premises [50]

b. Raw **Bar area** of your premises [+ 10]

c. **Total area** of your premises [60]

5. What type of dinnerware and utensils are utilized within your restaurant?
☐ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☐ Yes _____ % ☒ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 85 %

***Disabled individuals requiring special accommodations, please call the Department.**

Lic0114 05/1999

8. Does your restaurant Contain any games or television? ☐ Yes ☒ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)

DLLC

2003 MAY -1 P 4:04

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

1- Owner/Manager - Manage Restaurant
1- Shucker/Prep - Prepare Seafood/Misc Food
1- General Food Prep - Prepare Food
1- Waiter - Wait Tables
1- Bus. Person - Clean Tables
1- Cashier - Take Receipts for Purchases

I, FRED GUARAGNA, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read theis application and the contents and all statements true, correct and complete.

X Fred Guaragna
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
28th day of April, 2003.
Day of Month Month Year

My commission expires on:: June 21, 2003

Geina D. Yager
(Signature of NOTARY PUBLIC)

GEINA D. YAGER
Notary Public - Arizona
Maricopa County
My Commission Expires
June 21, 2003

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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DLLC

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

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

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. 205.02.G. For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.

2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** Licensee/Agent's Name):

GUARAGNA	FRED	Peter
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County Maricopa

of

The foregoing instrument was acknowledged before me this

X (Signature of Licensee/Agent)

28 day of April, 2003
Day of Month Month Year

My commission Expires on: June 21, 2003
Day of Month Month Year

GENA D. YAGER
Notary Public - Arizona
Maricopa County
My Commission Expires
June 21, 2003

(Signature of NOTARY PUBLIC)

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

NANTUCKET SEAFOOD & RAW BAR

7000 E. Shea Suite 125

lobster

$32.00

$6.95
6 cherry stone clams

$7.25
6 blue point oysters

clams and oysters on the half shell

west coast little necks

on the half shell
$6.95

salads

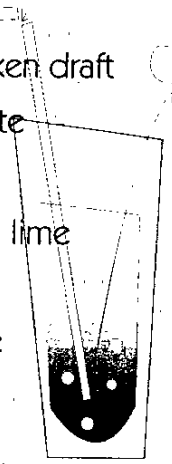
shrimp	$12.95
prawn	$14.95
crab	$18.50
combination	$14.95
lobster	$25.00

served with bread and butter, choice of louie sauce or oil and vinegar

seafood cocktail

crab	$9.25
shrimp	$6.95
prawn	$7.95
olympia oyster	$10.50
eastern oyster	$6.95
clam	$6.95
combination	$7.95
lobster	$15.00

beverages



heineken draft	$2.00
bud lite	$1.50
wine	$4.75
lemon lime	$2.00
pepsi	$2.00
coffee	$2.00
tea	$2.00
milk	$2.00

half cracked crab

$14.95

served with bread and butter, choice of louie sauce or mayonnaise

special

shrimp cocktail & bud lite
$7.75

pitchers

heineken
$3.50

bud lite
$3.00

smoked salmon

$14.95

served on rye or bagel with shrimp salad

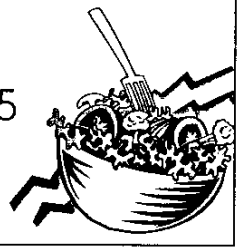
boston clam chowder

boston clam chowder

bowl	$4.50
cup	$2.35
bread & butter	$ .75

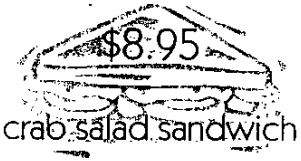
calamari salad

$6.95



sandwiches

shrimp salad sandwich
$8.95



crab salad sandwich
$9.95

DLC MAY - 1 P 4:03

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

P 1041144 mc

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting on any public view.

Read Carefully, this instrument is a sworn document. Type or print with black ink
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted. **Liquor License #** 12075506
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) (If the location is currently licensed)

1. Check appropriate box → [X] Owner [ ] Partner [ ] Stockholder [ ] Member [ ] Officer [ ] Agent [ ] Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | [ ] Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Guaragna (Last) Fred (First) Peter (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: CA
(This Will Not Become a Part of Public Records)

4. Place of Birth: San Franusco (City) CA (State) USA (Country) Height: 5'6" Weight: 255 Eyes: Br Hair: BLK

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: Guaragna (Last) Jessica (First) Ann (Middle) Wyss (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 03/05/03

8 Telephone number to contact you during business hours for any questions regarding this document. ([redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Nantucket Seafood & Raw Bar Premises Phone: ~~(480) 743-1963~~ Pending

11. Licensed Premises Address: 7000 E. Shea Blvd, # 125 (Street Address) Scottsdale (City), Maricopa (County) 85254 (Zip)
(Do not use PO Box #)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
03/03	CURRENT	UNEMPLOYED (Starting Nantucket Seafood & Raw Bar)	10101 N. Arabian #209 Tr. Scottsdale AZ 85258
06/99	02/03	Cigar Manufacturer/Sales	Reyes De Reyes Cigars Los Reyes Ave Dominican Republic
03/98	06/99	UNEMPLOYED	8540 E. Appaloosa TR. Scottsdale AZ 85255

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State (Country)	Zip
03/03	CURRENT	Rent	[redacted]	[redacted]		
06/99	03/03	Rent	Avenue De Metropolitan #3A	Santiago	D.R.	N/A
03/98	06/99	Rent	8540 E. Appaloosa TR.	Scottsdale	AZ	85259

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 8 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which [redacted] *misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person , been an officer, member, director, or manager on *any other* [redacted] other state? [redacted] ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] **Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24**

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] tract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, FRED GUARAGNA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Fred Guaragna
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 28 day of April, 2003.
(Day of Month) (Month) (Year)

GEINA D. YAGER
Notary Public - Arizona
Maricopa County
My Commission Expires June 21, 2003

My commission expires on: June 21, 2003
(Day of Month) (Month) (Year)

Geina Yager
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license [redacted] State of [redacted] County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month) (Month) (Year)

My commission expires on: _____
(Day of Month) (Month) (Year)

_____
(Signature of NOTARY PUBLIC)

Fred Peter Guaragna
SS# [redacted]

2003 MAY -1 P 4:04

Arizona Department of Liquor License & Contro
QUESTIONNAIRE #12 4L Application

#13 Resident Address Landlord Information

Period Address & Landlord

03/03 to Current [redacted]

Landlord Brent Harrison
[redacted]

06/99 to 03/03 Avenue De Metropolitan #3A
C/o Reyes DeReyes Cigar
[redacted]

03/98 to 06/99 8540 Appaloosa Tr. Landlord - Nancy Guaragna
[redacted]

Ph. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

CITY COUNCIL REPORT

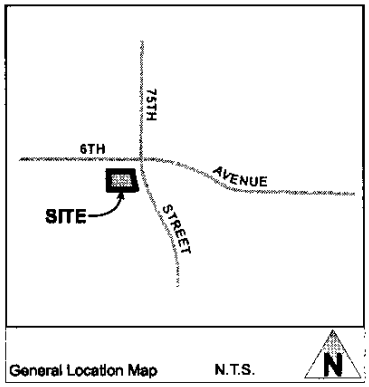
MEETING DATE: July 2, 2003 ITEM NO. 3 GOAL: Preserve Character and Environment

SUBJECT

Bar Liquor License Request for Bar 74
34-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a person and location transfer of a series 6 (bar) State liquor license for an establishment which previously operated with a series 06 (bar) liquor license under the business name Kamikazi Coast.



OWNER

Sigmaetha Group LLC

APPLICANT CONTACT

Timothy Short
602-295-5463

LOCATION

7443 E. 6th Avenue

BACKGROUND

This site is zoned C-3/P-3/P-2 (Highway Commercial District/Parking District/Passenger Automobile Parking).

This request is for a person and location transfer of a series 06 (bar) liquor license. This vacant location is not currently licensed, but previously operated with a series 06 (bar) liquor license under the business name Kamikazi Coast.

This license is being transferred from:
Randy Nations
Murphy's Irish Pub
1126 N. Scottsdale Road #5

The distance to the nearest school, Our Lady of Perpetual Help, is 2200 feet.
The distance to the nearest church, Scottsdale United Methodist, is 700 feet.
As indicated on the attached map (attachment #3), there are 76 liquor licenses within a one half mile radius of this location.

(Continued)

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 06 (bar) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. According the Zoning Ordinance, the establishment is required to provide 30 parking spaces. There are 13.76 Parking District (P-3) parking credits, 2.68 on-street parking credits, 4.0 parking credits from a past variance (see attachment #5), and 10 on-site parking spaces at the rear of the building. Therefore, there are 30.44 parking spaces allocated to this site. Parking is in compliance with the zoning ordinance.

Development Information. This establishment is approx. 3300 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.

9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

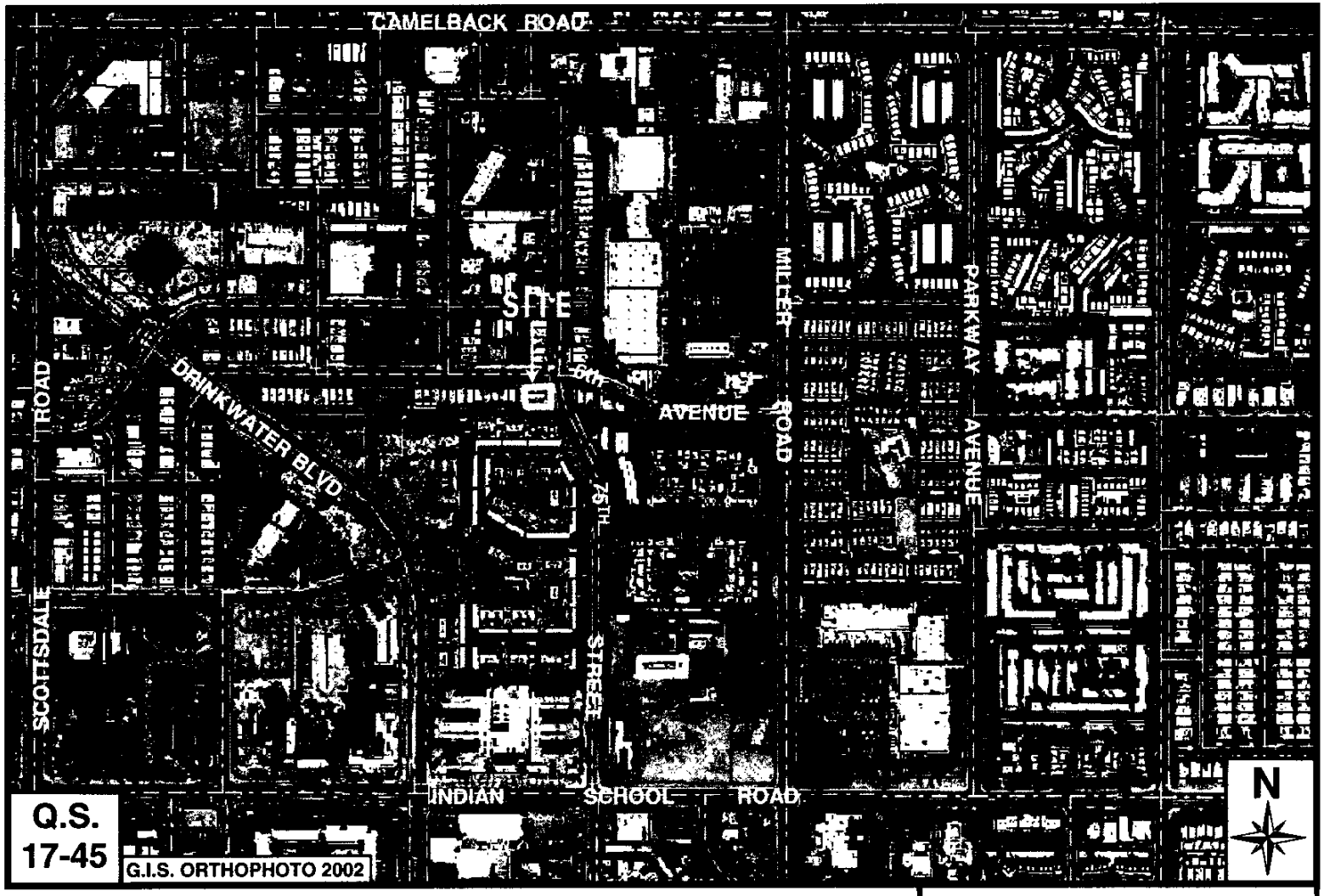
APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03 Date
Deputy City Manager

ATTACHMENTS

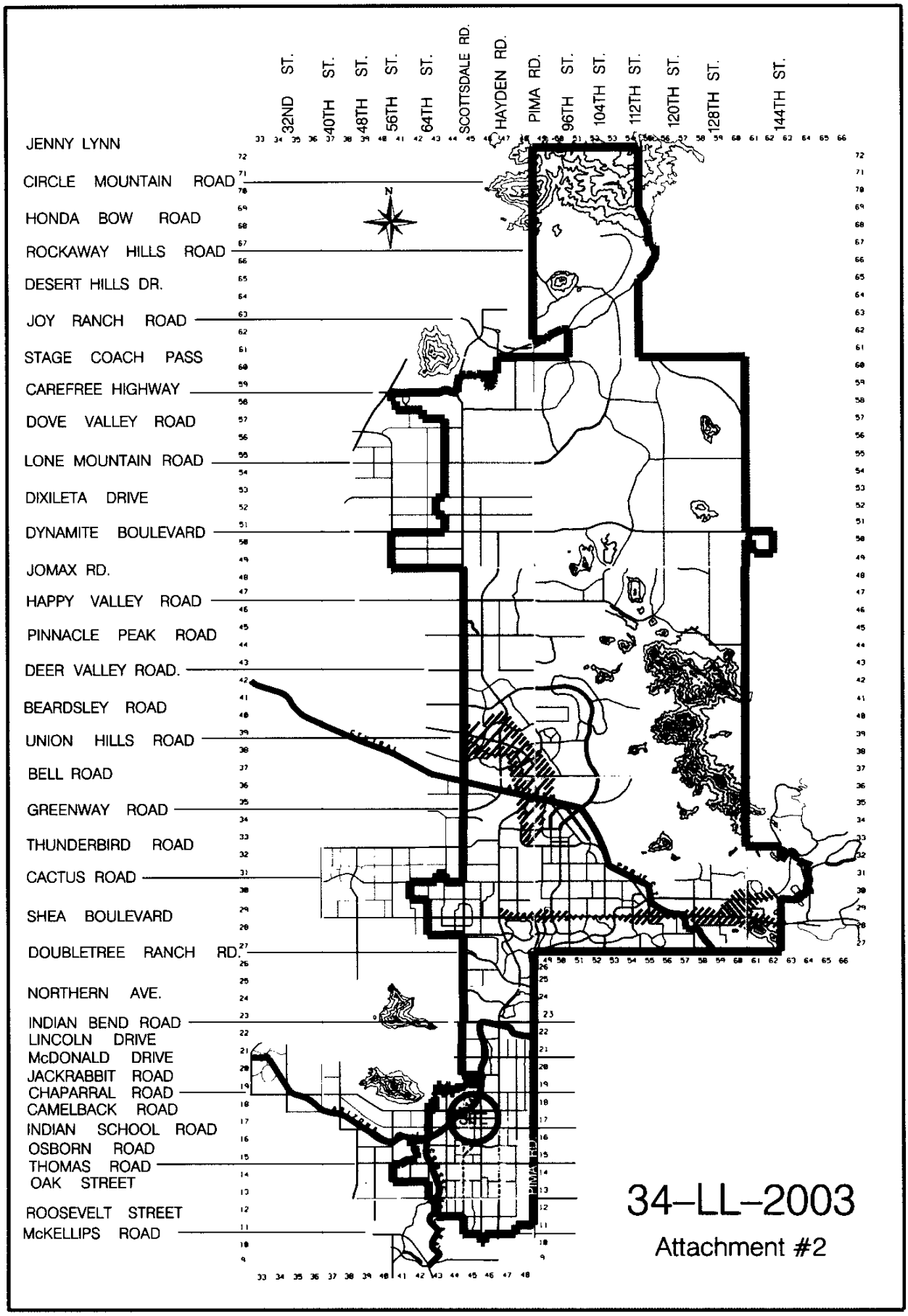
#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application
#5: Variance (56-BA-76)



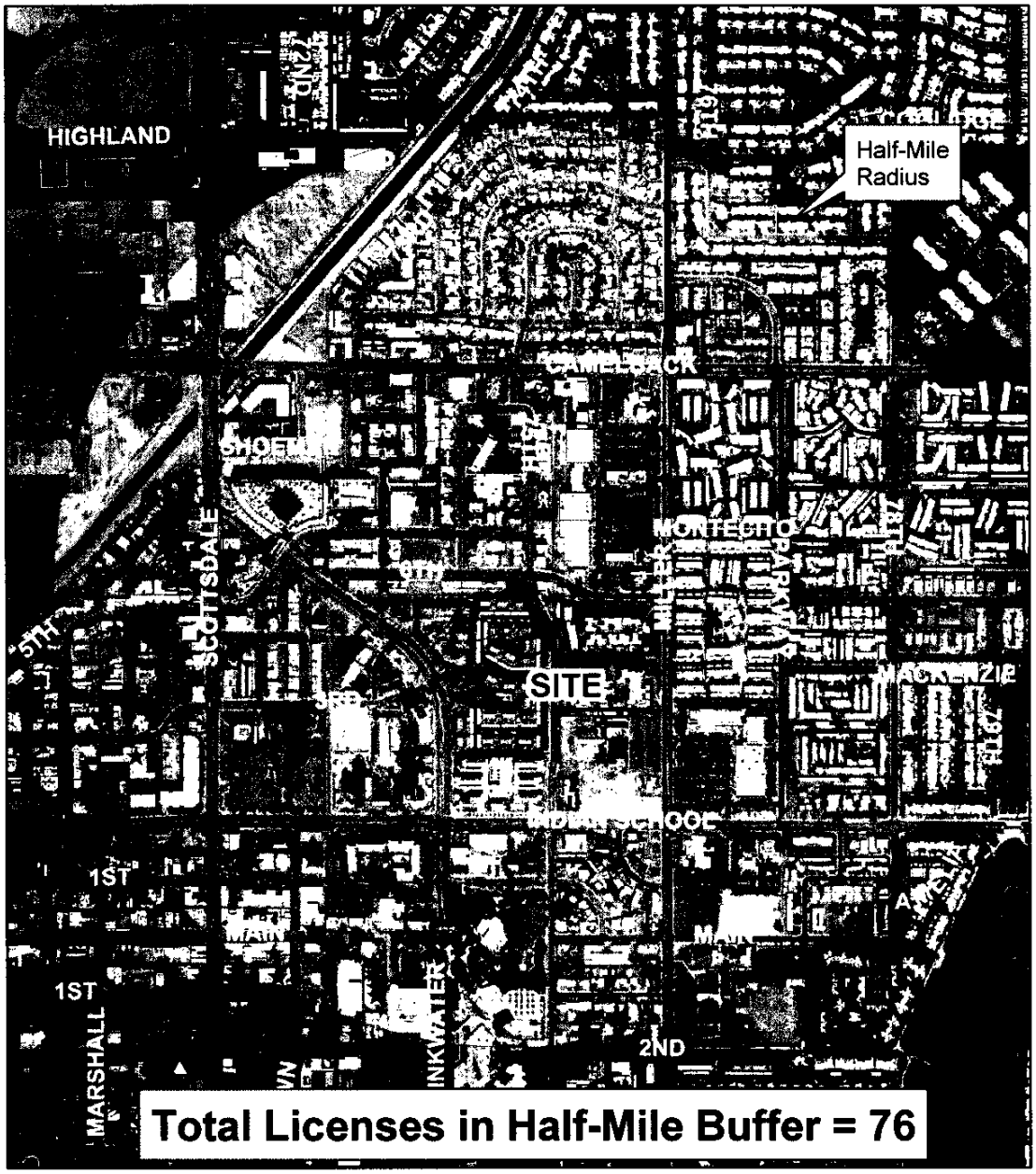
34-LL-2003

Bar 74

ATTACHMENT #1


32ND ST.
40TH ST.
48TH ST.
56TH ST.
64TH ST.
SCOTTSDALE RD.
HAYDEN RD.
PIMA RD.
96TH ST.
104TH ST.
112TH ST.
120TH ST.
128TH ST.
144TH ST.
JENNY LYNN
CIRCLE MOUNTAIN ROAD
HONDA BOW ROAD
ROCKAWAY HILLS ROAD
DESERT HILLS DR.
JOY RANCH ROAD
STAGE COACH PASS
CAREFREE HIGHWAY
DOVE VALLEY ROAD
LONE MOUNTAIN ROAD
DIXILETA DRIVE
DYNAMITE BOULEVARD
JOMAX RD.
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
DEER VALLEY ROAD.
BEARDSLEY ROAD
UNION HILLS ROAD
BELL ROAD
GREENWAY ROAD
THUNDERBIRD ROAD
CACTUS ROAD
SHEA BOULEVARD
DOUBLETREE RANCH RD.
NORTHERN AVE.
INDIAN BEND ROAD
LINCOLN DRIVE
McDONALD DRIVE
JACKRABBIT ROAD
CHAPARRAL ROAD
CAMELBACK ROAD
INDIAN SCHOOL ROAD
OSBORN ROAD
THOMAS ROAD
OAK STREET
ROOSEVELT STREET
McKELLIPS ROAD
N
34-LL-2003
Attachment #2

Half-Mile



Liquor License Count by Series

- ★ 19 - Bar
- ▲ 5 - Beer/Wine Bar
- ★ 4 - Liquor Store
- ▲ 2 - Beer/Wine Store
- ■ 3 - Hotel-Motel
- ★ 43 - Restaurant

Legend

- Public School
- Private School
- Faith Communities

N W E S

0 625 1,250 2,500 Feet

1 inch equals 979.14 feet

34-LL-2003

Attachment #3

Planning & Development Services

liquor licenses.mxd
Printed 5/20/03
Created By: Brian Hancock
Source: City of Scottsdale

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Sealed floor plan

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

34-LC-2003 **APPLICATION FOR LIQUOR LICENSE** DLLC

TYPE OR PRINT WITH BLACK INK 2003 MAY 12 P 2:20

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.

MAY 14 2003

SECTION 1 **This application is for a:**

- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☑ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☑ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #:** 06070173

1. Type of License: ALCOHOLIC BEVERAGE #6 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 **Applicant: (All applicants must complete this section)**

1. Applicant/Agent's Name: Mr. Ms. SHORT (Last) TIMOTHY (First) JAMES (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: SIGMAETA GROUP LLC B1029010
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: BAR 74 B1009984
(Exactly as it appears on the exterior of premises)
4. Business Address: 7443 E 6th AVE. (Do not use PO Box Number) SCOTTSDALE (City) MARICOPA (COUNTY) 85251 (Zip)
5. Business Phone: (602) 295-5463 Residence Phone: [redacted]
6. Is the business located ~~within the incorporated limits of the~~ above city or town? ☑YES ☐NO
7. Mailing Address: 2416 N. 72nd PLACE SCOTTSDALE (City) AZ (State) 85257 (Zip)
8. Enter the amount paid for a 06, 07, or 09 license: $ 70,000.00 (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: C. Bejar Date: 5-12-03 Lic. # 06070173

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL
	200-				48-	$ 248-

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X_____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐				%		
☐ ☐				%		
☐ ☐				%		
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☑ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: SIGMAETA GROUP LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.) 2003 MAY 12 P 2:20

2. Date Incorporated/Organized: 4/21/03 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-1074155-0 Date authorized to do business in AZ: 4/21/03

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
SHORT	TIMOTHY	JAMES	MEMBER	[redacted]	
ERTMAN	MICHAEL	DAVID	MEMBER	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
SHORT	TIMOTHY	JAMES	50%	[redacted]	
ERTMAN	MICHAEL	DAVID	50%	[redacted]	
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

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

4. Current Business Address: _____

_____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

_____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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.

DLLC
2003 MAY 12 P 2:20

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

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: Nations Randy D. Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: Pure Entertainment One Inc.
(Exactly as it appears on license)

3. Current Business Name: Murphy's Irish Pub
(Exactly as it appears on license)

4. Current Business Address: 1126 N. Scottsdale Rd. #5
Tempe, AZ 85281

5. License Type: #6 License Number: 06070173 Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☒ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, Randy D. Nations, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 25th day of February, 2003.
Day of Month Month Year

My commission expires on

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

_____
(Signature of NOTARY PUBLIC)

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☐ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		
			%		
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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 and Address: (Exactly as it appears on license) MURPHY'S IRISH PUB
   1126 N SCOTTSDALE RD, TEMPE, AZ 85281
2. New Business Name and Address: (Do not use PO Box Number) BAR 74
   7443 E. 6th AVE, SCOTTSDALE, AZ 85251
3. License Type: 6 License Number: 06070173 Last Renewal Date: 1/31/2003
4. What date do you plan to move? ASAP What date do you plan to open? 8/15/03

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1450 ft. - 2200 ft. Name/Address of school: OUR LADY OF PERPETUAL HELP
   (Regardless of distance) 3901 N. MILLER RD, SCOTTSDALE
2. Distance to nearest church: 650 ft. - 700 ft. Name/Address of church: SCOTTSDALE UNITED METHODIST
   (Regardless of distance) 4140 MILLER RD, SCOTTSDALE
3. I am the: ☑ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors name and address: GPW TRUST
   5415 E. EXETER BLVD, PHOENIX, AZ 85018

4a. Monthly rental/lease rate $ 4000.00. What is the remaining length of the lease? 3 yrs. 3 mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other PAYMENT OF REMAINDER OF LEASE
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 110,000.00

   Does any one creditor represent more than 10% of that sum? ☑ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip
BETSCHART	SUSAN	J	100	* P.O. BOX 585	REPUBLIC,	WA	99166
* PHYSICAL ADDRESS BELOW				(54 HARDROCK RD.	REPUBLIC,	WA	99166)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) BAR + GRILL.
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 # _____ (Exactly as it appears on license) Name _____.

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☑ NO If yes, give licensee's 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. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☐ YES ☐ NO

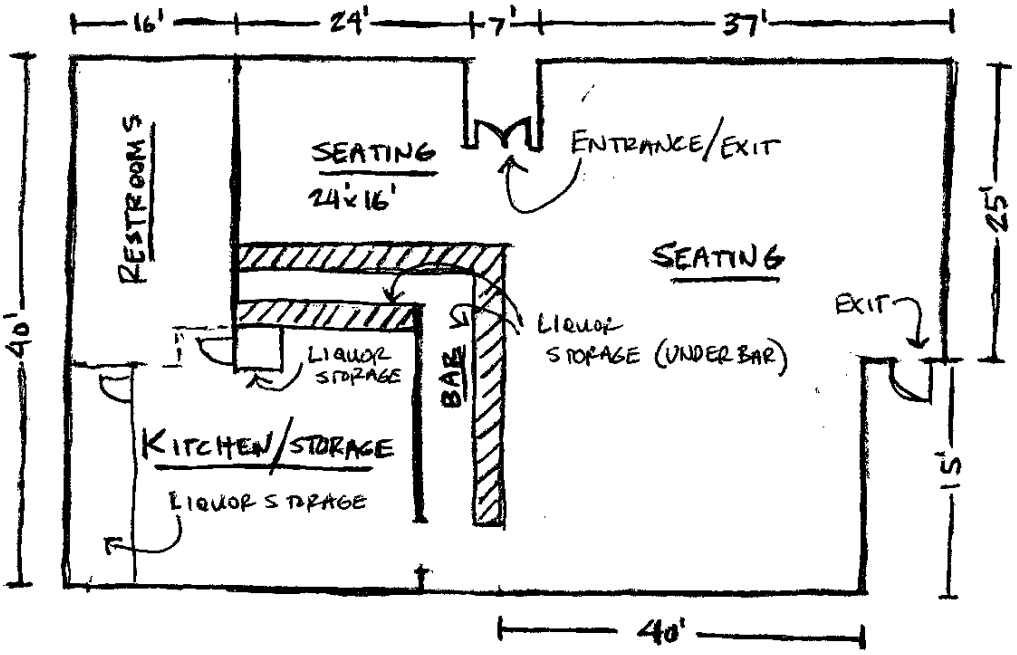
SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your licensed premises:

   ☑ Entrances/Exits ☑ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☑ Under construction: estimated completion date 8/15/2003

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



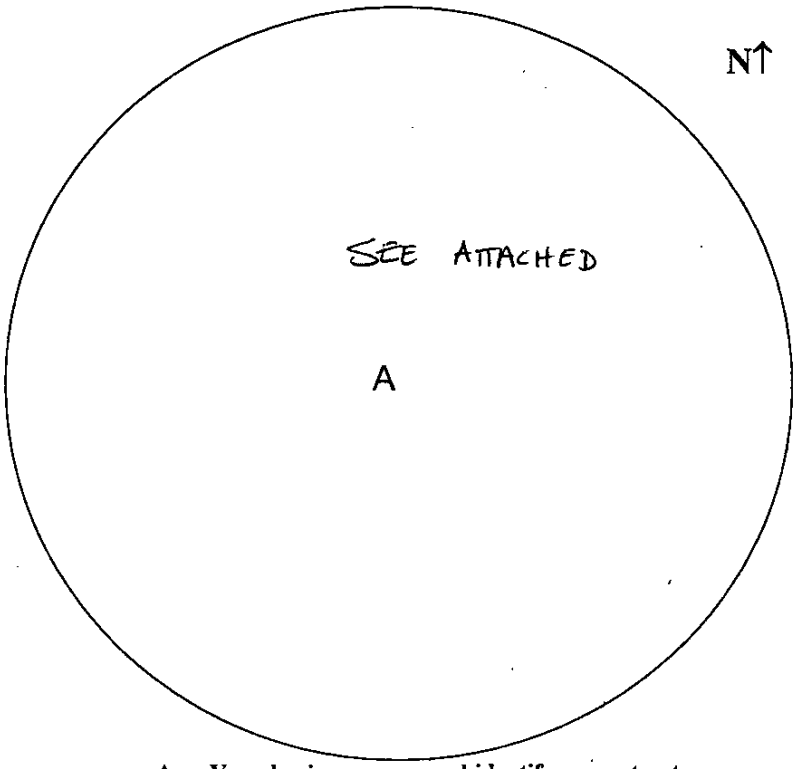
YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. SEE ATTACHED
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, Timothy J. Short, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
12th day of May, 2003.
Day of Month Month Year

My commission expires on: OFFICIAL SEAL DARLENE M. RINEHART NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Commission Expires Oct 15, 2006

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

A = Applicant Series 12

01 Pink Elephants Series 06

02 Mama's Rest. Series 12

03 Corner Liquors Series 09

04 Joe's Groceries Series 10

05 Lions Club Series 14

06 Burgers R Us Series 07

07 Pizza Perfect Series 07

08 Billy Bobs Bar Series 06

09 St. Anthonys Church

10 St. Anthonys School

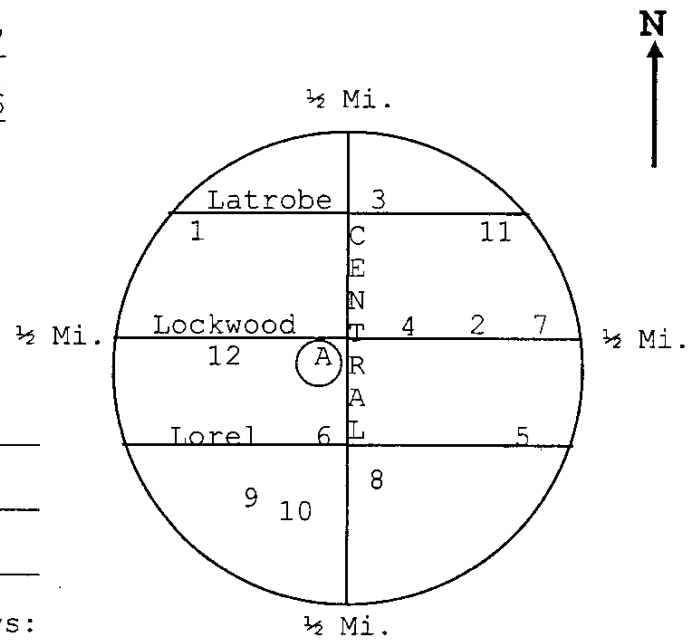
11 Burbank Middle School

12 First United Baptist Church

13

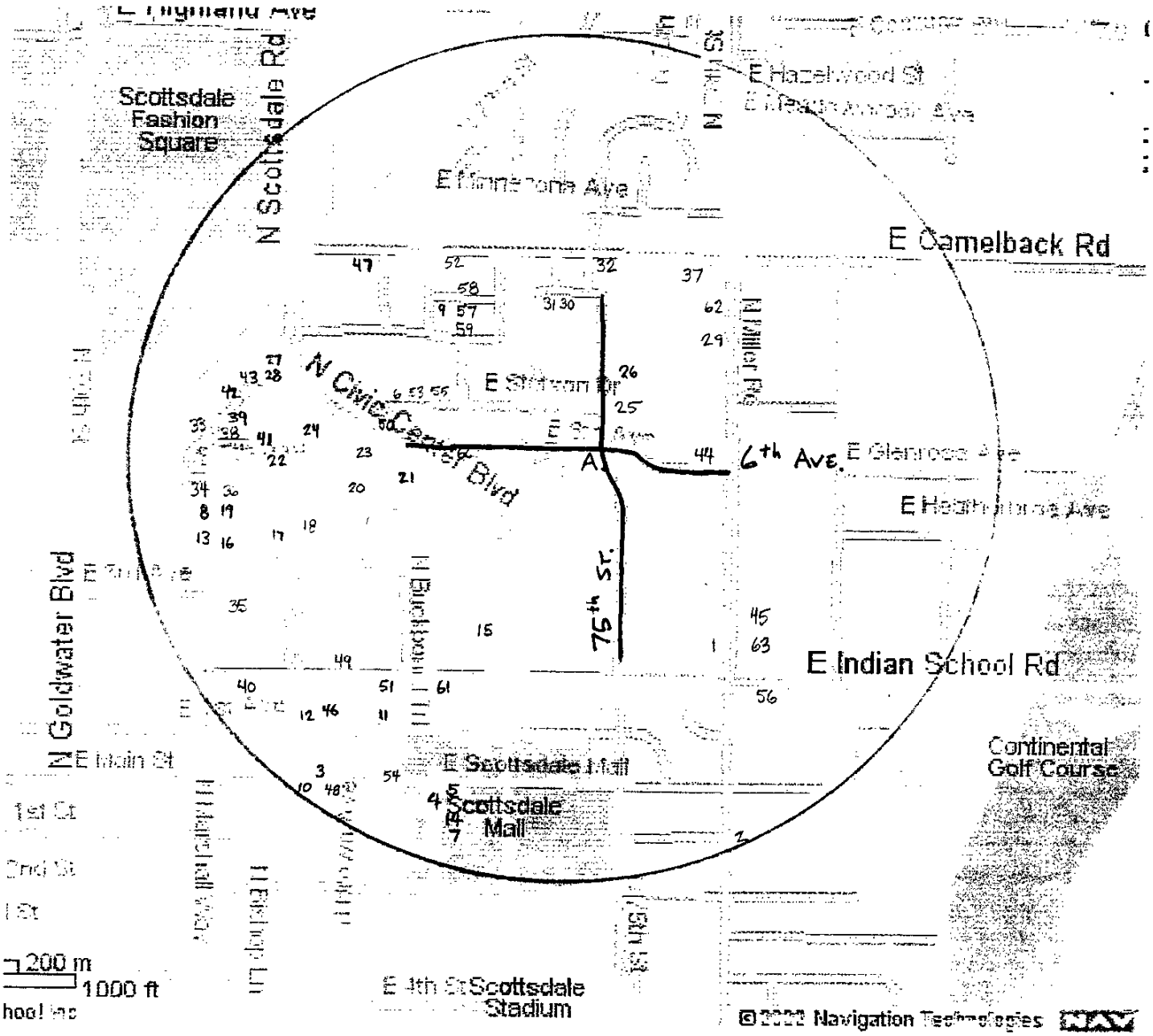
14

15



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.



ıny driving directions or map, it's a good idea to do a reality check and make sı atch out for construction, and follow all traffic safety precautions. This is only t lanning.

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Privacy Policy - Terms of Service - Copyright Policy - Yahoo! Maps Terms of Use - Help - Ad Feedback

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.5 mile radius of Business	
Churches/Schools:	
1	Scottsdale United Methodist
2	Our Lady Of Perpetual Help Chr
3	Rock Of Ages
Bars/Nightclubs/Restaurants (serving beer/wine/spirits):	
4	Backstage
5	Static
6	6
7	Blue Moose
8	Noise
9	Pearl
10	Italian Grotto
11	Grapevine
12	Jamaican Blue
13	Next
14	A Z 88
15	Outback Steakhouse
16	Dos Gringos
17	Tony Roma's
18	Scottsdale Kebab
19	Acme Bar & Grill
20	Giligin's
21	Blue Agave
22	Mr C's Exquisite Chinese
23	Mickey's Hangover
24	Landry's Pacific Fish Co
25	Drift
26	Tequila Grill
27	Ibiza Cafe Bar
28	Girasole Pasta & Grill
29	Sunday's Lounge
30	Buddah Bar
31	Downside Risk
32	Don & Charlie's
33	Madison's Restaurant & Bar
34	5th Ave Grill
35	Cajun House
36	B S West
37	Zipps Sports Grill On Camelbck
38	Cowboy Ciao
39	Kazimierz World Wine Bar
40	Fuddruckers
41	6th Aveneu Bistrot Chez
42	Cat Eye Lounge
43	Kyoto Japanese Restaurant
44	Chances Are Restaurant
45	Sugar's
46	Pattie's First Avenue Lounge
47	Blue Horse Tavern
48	Rusty Spur Saloon
49	Pacific's Cafe
50	Martini Ranch
51	Jacqueline's Market Place
52	Julio's Too Mexican Restaurant
53	Maloney's
54	J Chew & Co
55	D J's Of Scottsdale
56	Julio G's Mexican Restaurant
57	Suede Restaurant & Lounge
58	Axis
59	Sanctuary
60	Lucky 7
61	Roadhouse
Grocery Stores:	
62	Circle K
63	Fry's Food Store

DLLC

2003 MAY 12 P 2:20

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 06070173

2003 MAY 12 P 2:20

DLLC

Issue Date: 3/10/2000

Expiration Date: 1/31/2004

Bar

Issued To:
RANDY D NATIONS, Agent
PURE ENTERTAINMENT ONE INC, Owner

Location:
MURPHY'S IRISH PUB
1126 N SCOTTSDALE RD
TEMPE, AZ 85281

Mailing Address:
RANDY D NATIONS
PURE ENTERTAINMENT ONE INC
MURPHY'S IRISH PUB
1126 N SCOTTSDALE RD # 5
TEMPE, AZ 85281

INACTIV

EXP 1/31/2004

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

POST THIS LICENSE IN A CONSPICUOUS PLACE

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view. DLLC

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 06070173
P1044211
(If the location is currently licensed)

1. **Check appropriate box** → ☐ Owner ☐ Partner ☐ Stockholder ☑ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: ERTMAN (Last) MICHAEL (First) DAVID (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License #: [redacted] State: ARIZONA

4. Place of Birth: SAN FRANSISCO (City), CA (State) USA Country (not county) Height: 5'-10" Weight: 170 Eyes: BRN Hair: BRN

5. Marital Status ☑ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: N/A (Last) (First) (Middle) (Maiden) Date of Birth: N/A
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: FEB/2000

8 Telephone number to contact you during business hours for any questions regarding this documen[redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Bar 74 Premises Phone: (480) 510 6161 (temp)

11. Licensed Premises Address: 7443 E. 6th AVE (Street Address (Do not use PO Box #)) SCOTTSDALE (City) MARICOPA (County) 85251 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT	SEE ATTACHED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ◄

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT		SEE ATTACHED			

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 10 , **answer #14a below**. If NO, skip to #15. ☑YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☑NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☑NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☑NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☑NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☑NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MICHAEL DAVID ERTMAN, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Michael Ertman
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
12th day of May, 2003
Day of Month Month Year

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Nov. 15, 2006

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

Michael D. Ertman

Employment History

From Mo/Yr	To Mo/Yr	Describe Position or Business	Name of Business and Address
Feb-03	Current	Realtor	DPR Realty; 7300 E Camelback Rd., Scottsdale, AZ 85257
Aug-02	Jan-03	Unemployed, Real Estate Student	Arizona School of Real Estate; Scottsdale, AZ
Mar-00	Jul-02	Software Specialist	Computer Guidance Corp; 15035 N 75th St., Scottsdale, AZ 85260
Jun-98	Feb-00	Project Superintendent	Centex Homes; 2320 130th Ave NE #200, Bellevue, WA 98005
Aug-92	May-98	Student	Washington State University; Pullman, WA

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Michael D. Ertman

Residence History

From Mo/Yr	To Mo/Yr	Rent or Own	Complex or Landlord (if Rented)	Residence Street Address	City	St.	Zip	Phone (if Rented)
Nov-01	Current	Own	N/A	[redacted]	[redacted]			
Jul-01	Nov-01	Rent	San Marin	4215 N Drinkwater Blvd #329	Scottsdale	AZ	85251	480-949-1222
Feb-00	Jul-01	Rent	San Marbeya	1535 N Scottsdale Rd	Tempe	AZ	85281	480-699-4200
Dec-99	Feb-00	Rent	Sue Beschart	9551 Yelm Hwy SE	Olympia	WA	98513	360-456-1194
Mar-99	Dec-99	Rent	2nd Street Apts.	11115 NE 2nd Street	Bellevue	WA	98004	425-451-3222
Jun-98	Mar-99	Rent	Cedar Heights Apts.	12229 131st Place NE	Kirkland	WA	98034	425-820-2281

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2003 MAY 12 P 2:20

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 06070173 P1044209 **(If the location is currently licensed)**

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Short (Last) Timothy (First) James (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License #: [redacted] State: Arizona

4. Place of Birth: Seattle (City) Washington (State) USA (Country (not county)) Height: 6'0" Weight: 195 lb Eyes: Blue Hair: Brown

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: N/A (Last, First, Middle, Maiden) Date of Birth: N/A
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1/1/1998

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Bar 74 Premises Phone: (480) 510-6161 (temp)

11. Licensed Premises Address: 7443 E. 6th Ave (Street Address (Do not use PO Box #)) Scottsdale (City) Maricopa (County) 85251 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT	See Attached	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT		See Attached			

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

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If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been *detained, cited, arrested, indicted or summoned* into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

16. Have you **EVER** been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐YES ☒NO

19. Has anyone **EVER** filed a suit *or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, director or manager on *any other liquor license* in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

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If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Timothy James Short, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
12th day of May 2013
Day of Month Month Year

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct 15, 2006

My commission expires on _____
Day of Month Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

Ten Year Work History Timothy J. Short

DLLC

2003 MAY 12 P 2:20

10/02-Present	Chili's Grill and Bar 1435 S. Power Road Mesa, Arizona, 85206	Bartender Server Trainer	Samuel Manning 480-807-6003
01/01-09/02	Airline Transport Professionals 13000 Sawgrass Village Circle Ste#103 Ponte Vedra Beach, Florida, 32082	Flight Instructor	Jim Koziarski 800-255-2877
06/02-06/02	Native American Air Ambulance 6402 E. Superstition Springs Blvd. #224 Mesa, Arizona, 85206	Trainee	Melissa Beckstead 480-988-3840
02/99-12/99	Consolidated Electrical Distributors 31356 Via Colinas Westlake Village, California, 91301	Management Trainee	John Reinig 818-991-9000.
11/98-04/01	Chili's Grill and Bar 1190 W. Elliot Road Tempe, Arizona, 85284	Bartender Server Trainer	Samuel Manning 480-807-6003
06/98-10/98	Younker Nissan 3820 E. Valley Road Renton, WA, 98055	Sales Associate	H.R. Department 425-251-8100
05/96-05/98	Capital Lighting 287 SW 41st Street Renton, WA, 98055	Electrical Instl.	Mark Andersen 425-251-0244
06/95-08/95	Champion Transfer 505 Yale Ave. N. Seattle, WA, 98109	Courier	H.R. Department 206-382-3300
05/94-08/94	Solar Systems and Peripherals 8134 304th Ave. SE Preston, WA, 98050	Warehouse	H.R. Department 425-222-7588
08/93-05/98	Washington State University PO Box 641035 Pullman, WA, 99164	Student	Registrar 509-335-5346

Five Year Residence History Timothy J. Short

Dates	Rent/Own	Address	Landlord/Landlord Address	Phone Number
05/03-Present	Rent	[redacted]	Michael Ertman Same	[redacted]
06/01-04/03	Rent	240 W. Brooks Street Gilbert, AZ, 85233	Jason Davis Same	480-632-2325
09/00-06/01	Rent	6745 E. Superstition Springs Blvd. #2085 Mesa, AZ, 85212	San Montigo Apartments Same	480-396-8200
08/00-09/00	Rent	7777 E. Main #118 Scottsdale, AZ 85251	Scottsdale Greens Apartments Same	480-663-8988
10/99-07/00	Rent	1708 E. Cortez Drive Gilbert, AZ, 85234	Golba Group Realty 1044 N. Gilbert Rd. Gilbert, AZ, 85234	480-503-0700
11/98-09/99	Rent	6445 S. Maple Ave. #2070 Tempe, AZ, 85283	La Estancia Apartments Same	480-820-7822
05/98-11/98	Rent	12440 106th Place NE Kirkland, WA, 98034	Christine Short Same	425-821-2080

2003 MAY 12 P 2:20
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DO NOT PUBLISH THIS SECTION

ARTICLE 1
The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

ARTICLE 2
May be in care of the statutory agent.

ARTICLE 3
The statutory agent must provide both a physical and mailing address. If statutory agent has P.O. Box, then they must provide a physical description of their street address/location. The agent must sign the Articles or provide a consent to acceptance of appointment.

ARTICLES 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

ARTICLE 5.a.
Check which management structure will be applicable to your company.

RECEIVED
APR 21 2003
ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

DLLC
2003 MAY 12 P 2:20

ARTICLES OF ORGANIZATION

OF

SIGMAETA GROUP LLC

(An Arizona Limited Liability Company)

1. Name. The name of the limited liability company is:

SIGMAETA GROUP LLC

2. Registered Office. The address of the registered office in Arizona is:

[redacted]

located in the County of MARICOPA

3. Statutory Agent. (In Arizona) The name and address of the statutory agent of the company is: TIMOTHY J. SHORT

[redacted]

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is N/A

5.a. Management.

[ ] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

[X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

DO NOT PUBLISH THIS SECTION

5.b.

Name:	TIMOTHY J SHORT	MICHAEL D. ERTMAN
	[X] member [ ] manager	[X] member [ ] manager
Address:	[redacted]	[redacted]
City, State, Zip:	[redacted]	[redacted]
Name:		
	[ ] member [ ] manager	[ ] member [ ] manager
Address:		
City, State, Zip:		

ARTICLE 5.b. Depending upon your selection in 5.a., provide the names and addresses of the managers and members of the organization. Check the applicable title for each person. A member managed company cannot contain a manager or managers.

The person(s) executing this document need not be member(s) of the company.

Your fax and phone number is optional.

The agent must consent to the appointment by executing the consent.

See A.R.S. §29-601 et seq. for more info.

LL:0004
Rev. 01/03

EXECUTED this 21 day of APRIL, 2003.

[Signature]	[Signature]
TIMOTHY SHORT	MICHAEL ERTMAN
[Print Name Here]	[Print Name Here]

PHONE [redacted] FAX 480-970-8526

Acceptance of Appointment By Statutory Agent

I TIMOTHY SHORT, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature of Statutory Agent

2003 MAY 12 P 2:20

DLLC

DLLC

2003 MAY 12 P 2:20

OPERATING AGREEMENT OF SIGMAETA GROUP LLC

Upon valuable consideration, the persons named below as "Members" hereby covenant and agree to be bound to the following as their LIMITED LIABILITY COMPANY OPERATING AGREEMENT dated this 11th day of May, 2003 (this "Agreement" or this "Operating Agreement") for SIGMAETA GROUP LLC, a limited liability company organized under the laws of the State of Arizona (hereinafter known as "the LLC"):

ARTICLE I
DEFINITIONS

As used in this Operating Agreement, the following terms are to have the meaning as stated below:

"LLC" means "Limited Liability Company" and **"the LLC"** means Sigmaeta Group LLC.

"LLC Units" or "Units" means measures of ownership in the LLC. The capital structure of the LLC shall consist of Units all of the same class with equal rights for all purposes under this Operating Agreement.

"LLC Unit Percentage" means, with respect to an LLC member, the percentage derived from the following fraction: number of LLC Units held by such Member divided by the total number of LLC Units held by all Members (and, thereafter, multiplying said fraction by 100 to arrive at a percentage).

"State Law" means the laws of the State of Arizona.

"Vote in interest of LLC members" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed; for example, a member possessing 150 LLC Units would have 150 votes in interest.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Formation. Articles of Organization either already have been filed with the appropriate State office or shall shortly be done so. The Members shall execute or cause to be executed all other instruments, certificates, notices and documents as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the LLC as a limited liability company under the laws of the State of Arizona.

Section 2.2 Company Name. The name of the LLC is "Sigmaeta Group LLC" or such other name or names as may be selected by the Members from time to time, and its business shall be carried on in such name with such variations and changes as the Members deem prudent.

Section 2.3 Purpose of the LLC. The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Arizona including, but not limited to, "any lawful act or activity for which an LLC may be organized including, but not limited, the operation of a bar and grill.

Section 2.4 Place of Business. The business address of the LLC shall be determined by the Members. The LLC may from time to time have such other place or places of business, within or without the State of Arizona, as the Members may decide.

Section 2.5 Registered Agent. The initial registered agent and registered office of the LLC shall be as follows:

Timothy James Short
[redacted]

The Members may remove or replace the LLC registered agent at any time.

Section 2.6 Business Transactions of a Member with the Company. A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member.

Section 2.7 Company Property. No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

Section 2.8 No Term To Existence. The LLC's existence shall commence on the date of the filing of the Article of Organization with the appropriate state office and, thereafter, the LLC's existence shall be perpetual without term.

Section 2.9 Accounting Period. The close of the LLC's year for financial statement and federal income tax purposes shall be as determined by the Members.

ARTICLE III
MEMBERS

Section 3.1 Members. The name, initial capital contribution, LLC Units and LLC Unit Percentage of the Members are set forth in the below table, which shall be amended from time to time to reflect the admission of new Members.

Member Name	Initial Capital Contribution	LLC Units	LLC Unit %
Michael David Ertman	$ 100	500	50%
Timothy James Short	$ 100	500	50%

Section 3.2 Admission of New Members. New members may be admitted to the LLC by an affirmative Supermajority vote in interest of LLC members as defined in Section 3.5 of this agreement.

Section 3.3 No Liability of Members. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member. This section does not prevent an LLC member, should he or she so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also one of the LLC.

Section 3.4 Access to Books and Records of LLC. Each LLC member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each member gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of LLC business and interests or for making investment decisions regarding the member's LLC interest. Upon withdrawal or departure as a member of an LLC, a member shall deliver all LLC books and records in his or her possession to the remaining LLC members or managers.

Section 3.5 Actions by the Members; Meetings; Quorum.

a. The LLC members may take any action at a meeting in person, by proxy, or without a meeting by written resolution in accordance with Section 3.5(d). Meetings of LLC members may be conducted in person or by telephone conference. A voting proxy given by an LLC Member to another person must be in writing.
b. Voting. Each LLC member shall be entitled to vote upon all matters for which LLC members have the right to vote. All LLC member votes shall be tallied by interest under which each member shall be entitled to one vote for each LLC Unit possessed (for example, a member possessing 150 LLC Units shall be entitled to 150 votes upon any matter submitted to the LLC Members for a vote). Each vote per LLC Unit shall carry the same weight and have the same value, for voting purposes, as every other LLC Unit. Should state law create statutory situations where LLC member votes are to be taken on a one vote per member basis, votes per member (as opposed to per LLC Unit interest) shall be limited to those specific circumstances under which state law requires such a vote.
c. Unless another percentage is given elsewhere in this operating agreement or by state law, all LLC member votes on any matter shall require an affirmative vote in interest by LLC members of LLC Unit in excess of 50% of the outstanding total

to pass or approve the motion, resolution, or otherwise take action by the LLC members. For example, if there are 1000 LLC Units outstanding, a vote of 501 LLC Units in favor of a resolution is required for its passage unless the resolution involves a matter for which this operating agreement or state law requires a higher percentage.

d. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes (per LLC units) sufficient to approve the action pursuant to the terms of this Agreement resolve thereto in writing and the writing or writings are filed with the LLC records of actions taken by Members. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the members shall be sent promptly to all LLC members.

e. Meetings of Members may be called by any LLC member, or members, collectively holding 25% or more of the outstanding LLC Units upon seven (7) days written notice to the other LLC members. Notice of a meeting called for hereunder may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC members shall be LLC members present (in person, via telephone, or by proxy) holding more than 50% of the LLC Units. Any Member may through a written instrument waive the right to receive prior notice of a meeting of the Members as described herein.

f. Notwithstanding any other provision of this Agreement, the following actions shall require the affirmative vote in interest by LLC members of more than 66% of the outstanding LLC Units (hereinafter a "Supermajority of Members in interest"):
    i. any merger, consolidation or other business combination;
    ii. sale or other disposition of substantially all the assets of the LLC;
    iii. filing of a petition or commencing other proceedings seeking reorganization; liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;
    iv. the amendment or modification of any provision of this Agreement;
    v. the issuance of additional LLC Units (other than those issued pursuant to the founding of the LLC as set forth in Section 3.1 of this operating agreement) to any Member or other party including any other individual, trust, estate, corporation, partnership, limited liability company or any other incorporated or unincorporated entity ("Person") permitted to be a member of a limited liability company under the Act;
    vi. the removal of any Member;
    vii. the decision to appoint managers for the LLC under Article IV hereof.

Section 3.6 Power to Bind the LLC. No LLC member or group of members acting in their individual capacity--separate and apart from action as LLC members pursuant to this operating agreement--shall have any authority to bind the LLC to any third party with respect to any matter.

Section 3.7 Members who are not individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each Member that such Member is: (a) duly incorporated or formed (as the case may be), (b) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and (c) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Section 3.8 Tax Matters Partner. Michael Ertman is hereby designated as the LLC's "Tax Matters Partner" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall have all the powers and responsibilities of such position as provided in the Code and the Treasury Regulations thereunder. The LLC members may remove or replace the Tax Matters Partner by a vote of the majority in interest.

ARTICLE IV
MANAGEMENT

Section 4.1 Management of the LLC. This LLC shall be managed by its members; however, the LLC members reserve the right to appoint managers, who may also be members, at a later date.

ARTICLE V
CAPITAL STRUCTURE

Section 5.1 Capital Structure. The capital structure of the LLC shall consist of one class of LLC Units each having equal rights under all provisions of this operating agreement.

Section 5.2 LLC Units. 1000 LLC Units shall be issued to the Members, as set forth in Section 3.1 hereof, as part of the initial funding of the LLC; however, additional LLC units may be issued pursuant to a Supermajority Vote of LLC Members as outlined in Article III of this agreement with particular reference to Section 3.5(f).

Section 5.3 Capital Contributions.

a. Each Member shall contribute or shall have contributed, as an initial capital contribution ("Initial Capital Contribution") to the LLC the amounts set forth below. The break-down between cash and non-cash contributions by the Members is as set forth in Table 2 of Attachment 1 hereto.

Member Name	Initial Capital Contribution
Michael David Ertman	$ 100
Timothy James Short	$ 100

b. The Members shall complete their initial capital contributions to the capital contributions to the LLC within 20 days of the date of this agreement unless another date is agreed upon in writing by all the LLC Members. Any Member

who fails to make the required initial capital contribution as set forth in this paragraph shall indemnify all other Members of the LLC for any losses or expenses (including reasonable attorneys fees) that are caused by the failure to make the initial capital contribution as set forth herein.

Section 5.4 Additional Capital Contributions. Members may make additional capital contributions but shall not be required to do so.

Section 5.5 Raising Additional Capital. Additional capital may be raised by the LLC through sales of new LLC Units pursuant to an affirmative Supermajority Vote of LLC Members as outlined in Article III of this agreement with particular reference to Section 3.5(f), see Section 5.2 above. Any Member resolution authorizing the raising of additional capital through the sale of LLC Units shall state, in reasonable detail, the purposes and uses of such additional capital and the amounts of additional capital required.

Section 5.6 No Withdrawal Of Capital Contributions. Except upon the dissolution and liquidation of the LLC as set forth herein, no Member shall have the right to withdraw its capital contributions. Furthermore, no interest shall be paid upon any member's capital account.

Section 5.7 Maintenance of Capital Accounts. An individual capital account shall be maintained for each LLC Member consisting of the member's capital contributions and (1) increased by that member's share of LLC profits, (2) decreased by that member's share of LLC losses, and (3) further adjusted as required or allowed by the Internal Revenue Code (Title 26 of the United States Code) and / or all published Treasury Regulations (Title 26 of the Code of Federal Regulations). In all cases, the capital accounts of the members shall be accounted for in accordance with the Internal Revenue Code (Title 26 of the United States Code) and or all published Treasury Regulations (Title 26 of the Code of Federal Regulations).

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Allocations to Capital Accounts. Except as may be required by the Internal Revenue Code (Title 26 of the United States Code) or the Treasury Regulations (Title 26 of the Code of Federal Regulations) or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members ratably in proportion to each Member's LLC Unit Percentage. For example, if a Member has an LLC Unit Percentage of 45%, he or she shall be allocated 45% of all profits or losses (and other allocation items) for any given tax year.

a. Notwithstanding the foregoing, no item of loss or deduction of the LLC shall be allocated to a Member to the extent such allocation would result in a negative balance in such Member's capital account if other Members then have positive balances in their capital accounts. Such loss or deduction shall be allocated first

among the Members with positive balances in their capital accounts in proportion to (and to the extent of) such positive balances and thereafter to Members in accordance with their Unit Percentages.

Section 6.2 Tax Allocations. In the case of any special tax allocations allowed under the Internal Revenue Code or Treasury Regulations, the method of allocation and formula determined by the Tax Matters Partner shall be followed so long as it complies with state law, the Internal Revenue Code, the Treasury Regulations, and fairly treats each Member. The method of tax allocation selected by the Tax Matters Partner shall be presumed to be "fair to all the members" and any Member or party challenging said allocation on these grounds shall bear the burden of proof.

Section 6.3 Distributions. The LLC Members, by resolution issued pursuant to this agreement, may make distributions to the Members from time to time in amounts it deems appropriate; however, no distribution shall be declared or made if, after giving it effect, the LLC would not be able to pay its debts as they become due in the usual course of business or the LLC's total assets would be less than the sum of its total liabilities.

Section 6.4 Family Partnership Savings Provision. Notwithstanding anything in this Operating Agreement to the contrary, should any provision of this Operating Agreement, or any act of the parties, result in violation of the family partnership provisions of Internal Revenue Code Sec. 704(e) (as amended) or the regulations and cases thereunder, the Members may amend this Agreement, or take any other actions reasonably necessary to prevent or correct such violation.

ARTICLE VII
TRANSFERS OF UNITS; WITHDRAWAL, DEATH, REMOVAL OF MEMBER

Section 7.1 Transfer of LLC Units. No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its LLC Units other than as follows:

a. Only upon the following conditions may an LLC Member assign, pledge or grant a security interest in its LLC Units: (a) the assignment, pledge or security interest shall not entitle the assignee, pledgee or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and (b) such assignee, pledgee, or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest.
b. To another LLC Member. Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members.
c. To non-LLC Members. Subject to other provisions in this section, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non-LLC Member without a prior affirmative Supermajority vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all

other LLC Members with written documents detailing the exact terms of the proposed sale.

Section 7.2 Withdrawal Of Member.

a. A Member has no unilateral right of withdraw from the LLC; however, a member shall be allowed to withdraw upon an affirmative Supermajority vote in interest of LLC Members (other than the Member attempting to withdraw) as outlined in Article III of this agreement with particular reference to Section 3.5(f).
b. A Member is required to give thirty (30) days written notice to each of the other LLC Members to initiate a withdrawal. In this notice, the withdrawing Member shall state an effective date for his or her withdraw and said date must be at least thirty (30) days after delivery of notice to all other LLC members and be the last day of a month (i.e., the 30th or the 31st). Upon receipt of said notice, the LLC Members shall promptly take any vote required under this agreement for withdrawal of a Member and, if the vote is in a sufficient affirmative percentage as called for under this agreement, the remaining LLC members shall cause a reasonably prompt preparation of financial statements for the LLC as of the effective date of withdrawal for said Member.
c. Upon withdrawal, the withdrawing Member shall receive, in exchange for his or her LLC Units, the Withdrawal Compensation Amount to be paid within 5 years of the effective date of the Member's withdrawal. The payments shall be made in five equal installments payable at the annual anniversary of the effective date of withdrawal with no interest being due nor owing upon the outstanding amount.
d. The "Withdrawal Compensation Amount" is defined herein as an amount agreed upon between a majority in interest of the remaining LLC members and the withdrawing Member as the fair market value of the withdrawing Member's LLC Units. Should the parties be unable to agree upon a value for the withdrawing Member's LLC Units, they shall file a declaratory judgment petition with a court having jurisdiction where the LLC's principal place of business is located and ask the court determine the fair market value of the withdrawing Member's LLC Units should the enterprise be sold on the open market, between a willing buyer and a willing seller, in a commercially reasonable manner at the effective date of withdrawal.
e. Should the LLC fail to perform upon its obligations under this section to make payments to a withdrawing Member when due, the LLC shall, in addition to any other remedies the withdrawing Member may possess, be liable to the withdrawing Member for interest upon the amount of any deficiency at the rate of 10% per annum (compounded annually) computed from the date that said deficient payment was due to the withdrawing Member under this agreement.
f. Upon withdrawal, the withdrawing Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by such Members.
g. A withdrawing Member shall retain the right to vote as an LLC member up until the effective date of his or her withdrawal, at which time, the withdrawing

Member's LLC Units shall be considered transferred back to the LLC and the person who has withdrawn shall no longer be considered a member of the LLC. If a withdrawing Member was also a "manager" of the LLC, the withdrawing Member shall resign as a manager immediately upon giving notice of to the other LLC members of his or her intent to withdraw.

Section 7.3 Death Of Member.

a. Upon the death of a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the Member died which shall be the effective date of death for the deceased Member for accounting purposes under this agreement. For purposes of this section, if LLC Units are titled in the name of a revocable trust, the trustee of said revocable trust shall be treated as the Member.
b. The estate of the deceased Member (or his revocable trust if the LLC Units were so titled) shall receive, in exchange for his or her LLC Units, the Death Compensation Amount to be paid within 5 years of the effective date of the Member's death. The payments shall be made in five equal installments payable at the annual anniversary of the effective date of death with no interest being due nor owing upon the outstanding amount.
c. The "Death Compensation Amount" is defined herein as an amount agreed upon between a majority in interest of the remaining LLC members and the estate of the deceased Member (or his or her revocable trust should the LLC Units been titled in its name) as the fair market value of the deceased Member's LLC Units. Should the parties be unable to agree upon a value for the deceased Member's LLC Units, they shall file a declaratory judgment petition with a court having jurisdiction where the LLC's principal place of business is located and ask the court determine the fair market value of the deceased Member's LLC Units should the enterprise be sold on the open market, between a willing buyer and a willing seller, in a commercially reasonable manner upon the effective date of death.
d. Should the LLC fail to perform upon its obligations under this section to make payments to a deceased Member's estate or revocable trust (as the case may be) when due, the LLC shall, in addition to any other remedies may possess, be liable to the estate of the deceased Member (or his or her revocable trust, as the case may be) for interest upon the amount of any deficiency at the rate of 10% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.
e. Upon death, the estate of the deceased Member (or his or her revocable trust, as the case may be) shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by said Member.

Section 7.4 Removal Of Member.

a. A Member may be involuntarily removed from the LLC only under either of the following circumstances: (1) the Member is required to provide services to the LLC (as reflected in Attachments to this agreement), said Member is not substantially performing the promised services, and a Supermajority in interest of LLC Members have voted affirmatively for removal or (2) the Member has defaulted upon its obligations under this agreement to make capital contributions (or loans) to the LLC.
b. In the case of a removal for failure to perform required services, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 60 days for unsatisfactory performance of required services and detail specific instances or tasks that were allegedly not satisfactorily performed. The other LLC Members shall then give the Member in question a good faith opportunity to cure the deficiencies in performance of services prior to the vote of removal. The period of this good faith opportunity to cure need not extend beyond 60 days. If the Member in question completes a cure within 60 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn.
c. In the case of a removal for failure to make required capital contributions, 30 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 30 days for non-payment of required capital contributions. The Member in question shall then have 30 days within which to cure the default which shall consist of making all required capital contributions plus 10% per annum interest (compounded annually) upon the amount of any deficiency computed from the date said contribution was due to be made to the LLC. If the Member in question completes this cure within 30 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn and the Member in question shall, henceforth, be consider in good standing.
d. If, after complying with the above notice and cure provisions, an affirmative vote of Supermajority in interest of LLC Members is made to remove the Member in question, then, as of that moment, this person shall no longer be entitled to exercise any rights, powers or privileges of a Member and his or her LLC Units shall be considered redeemed by the LLC.
e. Upon the affirmative vote of Supermajority in interest of LLC Members to remove a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the resolution was passed by the LLC Members removing said Member and this shall be the effective date of removal for the Member for accounting purposes only under this agreement.
f. The removed Member shall receive in exchange for his or her LLC Units the Removal Compensation Amount to be paid within 5 years of the effective date of the Member's removal. The payments shall be made in five equal installments payable at the annual anniversary of the effective date of removal with no interest being due nor owing upon the outstanding amount.

g. The "Removal Compensation Amount" is defined herein as an amount agreed upon between a majority in interest of the remaining LLC members and the removed Member as the fair market value of the removed Member's LLC Units. Should the parties be unable to agree upon a value for the removed Member's LLC Units, they shall file a declaratory judgment petition with a court having jurisdiction where the LLC's principal place of business is located and ask the court determine the fair market value of the removed Member's LLC Units should the enterprise be sold on the open market, between a willing buyer and a willing seller, in a commercially reasonable manner upon the effective date of the removal.

h. Should the LLC fail to perform upon its obligations under this section to make payments to a removed Member when due, the LLC shall, in addition to any other remedies may possess, be liable to the removed Member for interest upon the amount of any deficiency at the rate of 10% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.

ARTICLE VIII
DISSOLUTION OF THE COMPANY

Section 8.1 Dissolution. The LLC shall be dissolved upon the occurrence of either of the following events (each such event, a "Liquidation Event"):

a. a determination by a Supermajority of Members to dissolve the LLC; or
b. the entry of a decree of judicial dissolution under state law to dissolve the LLC.

No other event--including (but not limited to) the withdrawal, removal, death, insolvency, liquidation, dissolution, expulsion, bankruptcy, or physical or mental incapacity of a Member--shall cause the existence of the LLC to terminate.

Upon the disassociation for any reason including withdrawal, removal or death of a Member, the LLC may be continued by a majority in interest of the remaining Members.

Section 8.2 Liquidation.

c. Should a Liquidation Event occur, the LLC shall then be liquidated and its affairs shall be wound up--including preparation of final financial statements and an accounting--by (or at the direction of) the LLC Members. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC Units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Members' relative Capital Account balances.

d. Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved.
e. Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Managers shall cause the Company to execute and file a certificate of cancellation in accordance with state law.

ARTICLE IX
Exculpation Of Liability: Indemnification

Section 9.1 Exculpation of Liability. Unless otherwise provide by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of the LLC to third-parties--i.e., persons other than the LLC or LLC Members.

Section 9.2 Indemnification. Except as otherwise provided in this Article, the LLC shall indemnify any Member or Manager (and may indemnify any employee or agent) of the LLC who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the LLC, by reason of the fact that such person is or was a Member, Manager, employee or agent of the LLC. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, **and only if**, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. For persons other than Members or Managers of the LLC, indemnification shall only be made after an affirmative vote of a majority in interest of LLC Members.

ARTICLE X
MISCELLANEOUS

Section 10.1 Amendment of Operating Agreement. This Agreement may be amended by, and only by, a written instrument executed by a Supermajority of LLC Members.

Section 10.2 Successors. This Agreement shall be binding as upon all successors in interest of the Members which includes, but is not limited to, executors, personal representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Members.

Section 10.3 Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Each Member, by signing this agreement, hereby submits to personal and subject matter jurisdiction in the State of Arizona of any dispute between or among the Members, the LLC, and the LLC Managers connected to or regarding the business of, or investment in, the LLC.

Section 10.5 Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Agreement shall be invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of this Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement.

ATTACHMENT 1
MEMBER CAPITAL CONTRIBUTIONS AND REQUIRED SERVICES

TABLE 1--REQUIRED CAPITAL CONTRIBUTIONS

Member Name	Total Initial Capital Contribution	Cash Capital Contribution	Non-cash Capital Contribution
Michael David Ertman	$ 100	$ 100	
Timothy James Short	$ 100	$ 100	

TABLE 2--REQUIRED SERVICES OF MEMBERS

Member Name	Required Service Time	Description of Services
Michael David Ertman	full-time	Full time development, operation and management of the LLC properties, projects and interests.
Timothy James Short	full-time	Full time development, operation and management of the LLC properties, projects and interests.

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement as of the date first above written as Members:

MEMBER	MEMBER
Michael Ertman	
Michael David Ertman	**Timothy James Short**

City of Tempe
P. O. Box 5002
660 S. Mill Ave. #105
Tempe, AZ 85280
480-350-2955
Www.tempe.gov

Tempe

Tax and License Office

August 18, 2003

Arizona Dept. of Liquor Licenses and Control
Attn: Connie Wagner
800 W. Washington Blvd. #500
Phoenix, AZ 85007

NOTIFICATION OF **PAID** DELINQUENT CITY SALES TAXES

Re: License #06070173
David Benz, Agent
Pure Entertainment One, Inc.
Dba Iron Bar
1126 N. Scottsdale Rd., #5
Tempe, AZ 85281

Dear Ms. Wagner:

This is to inform you that the City of Tempe, Audit and License Division wishes to withdraw the notification of complaint dated August 23, 2002 for Liquor License #06070173. Satisfactory payment arrangements have been made with our office for delinquent liquor fees and penalties.

If you have any questions or concerns, please contact me at (480) 350-8650.

Sincerely,

Kay Savard

Kay Savard
Specialty License Coordinator

Cc: David Benz, Agent
Buck Rogers, Tempe Police Department

BOARD OF ADJUSTMENT MEETING

June 2, 1976

56-BA-76--setback--7443 6th Ave.--(Grover Ryan)

Chairman Davis read the request to construct a restaurant/bar with 850 SF of public floor area and provide 13 parking spaces in lieu of the required 17 spaces, a 4-space variance. As this was a new subdivision, the staff felt that there was no hardship; therefore, it recommended denial. However, if the Board determined that there was a hardship and a variance was granted, then a stipulation should be added that no outside dining wall be provided on the porch around the building.

Mr. Grover Ryan, architect, 7141 6th Ave., represented Mrs. Wines, and said that the location was close to the Black Sheep Club. Mr. Davis said there was nothing sure about that situation. The applicant was confused when she purchased the property, and Mr. Davis said she had created her own hardship. Mr. Ryan said there was sufficient parking around this property, but he could only go 1 parking space for the 25' in the front, and the parking stall was only 9' in width.

Mr. McDonough questioned the staff as to whether or not there were 3 different lots involved, and Mr. Ryan said that the applicant had purchased 3 lots and brought them together, but he did not know how recent the subdivision was. Mr. Davis said the application stated that there were 4 lots, 60 through 63, and Mr. Ryan said that the applicant really only had 3 lots to deal with. The gross land area was about 7,056 SF.

Mrs. Wines, owner, said that she had 6 parking spaces on 6th Ave. and the city only gave her credit for 2. Mr. McCausland said that was correct because the ordinance stated that credit cannot be given for space within 20' of a corner. Mr. Davis said that the lot did not go all the way through to the W. Mr. Ryan stated that Mrs. Wines had utilized everything she could for parking, and that the whole area was taken up by parking. Mrs. Wines said she had obtained a liquor license. There was no one in opposition.

Mr. Mack moved to grant the variance with the stipulation that there be no food or beverages provided on the porch or patio or around the building, second by Mr. Robbins, passed unanimously.

CITY COUNCIL REPORT

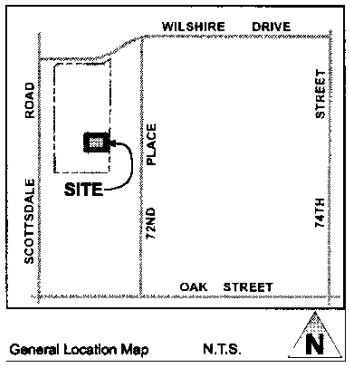
MEETING DATE: July 2, 2003 ITEM NO. 4 GOAL: Preserve Character and Environment

SUBJECT

Restaurant Liquor License Request for Taco 'Te Beach
35-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for the former Hola Café, which also operated with a series 12 (restaurant) license.



General Location Map N.T.S.

OWNER

Taco Tote LLC

APPLICANT CONTACT

Max Farah
480-429-0990

LOCATION

2515 N. Scottsdale Rd. #2-3-4

BACKGROUND

This site is zoned C-3 (Highway Commercial District).
This request is for a new series 12 (restaurant) liquor license. This location previously operation with a series 12 (restaurant) liquor license under the business name Hola Café.
The distance to the nearest school, Coronado High School, is 1000 feet.
The distance to the nearest church, Scottsdale Baptist Church, is 130 feet.
There are 26 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

(Continued)

Development Information. This establishment is 4350 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

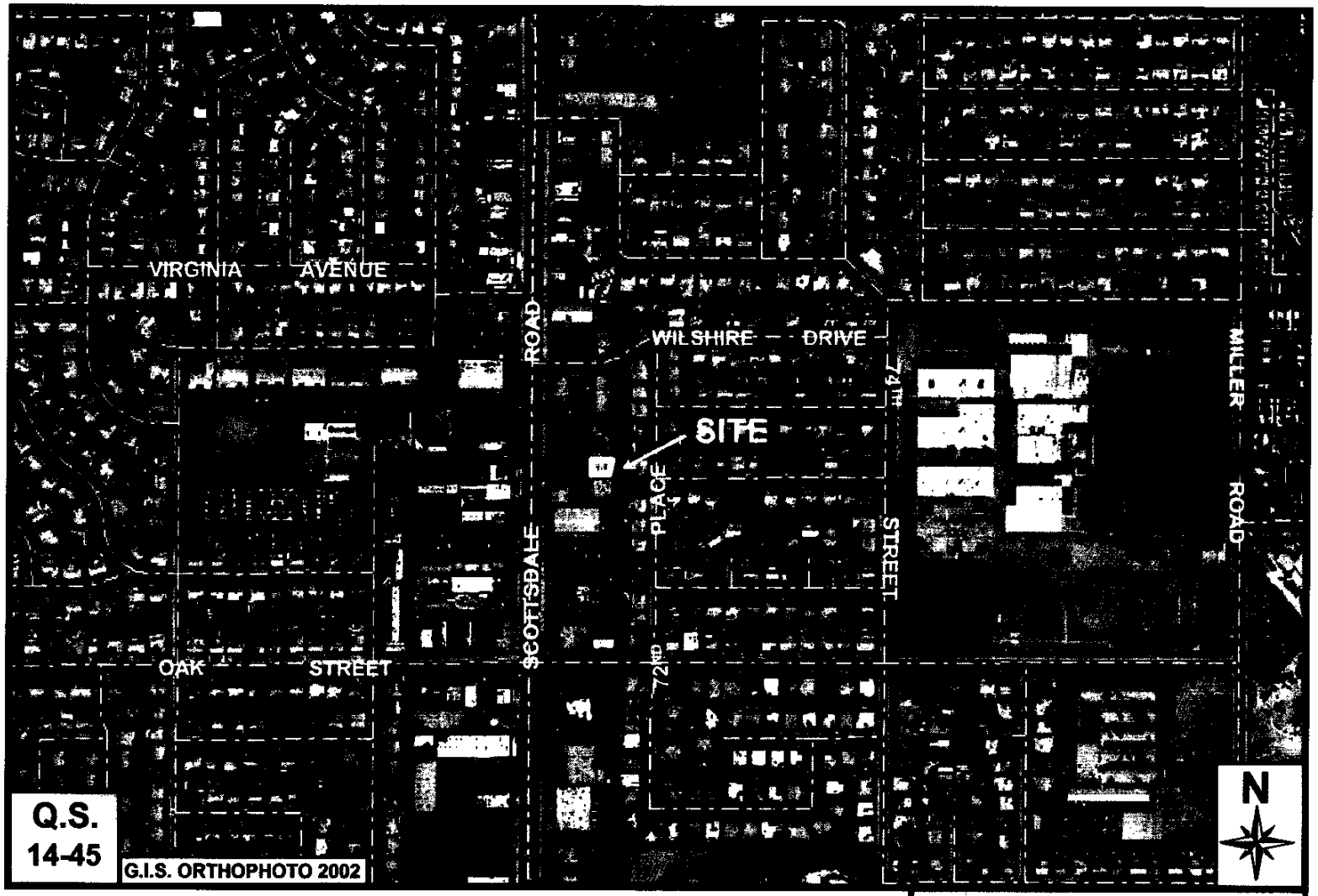
APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03
Ed Gawf — Date
Deputy City Manager

ATTACHMENTS

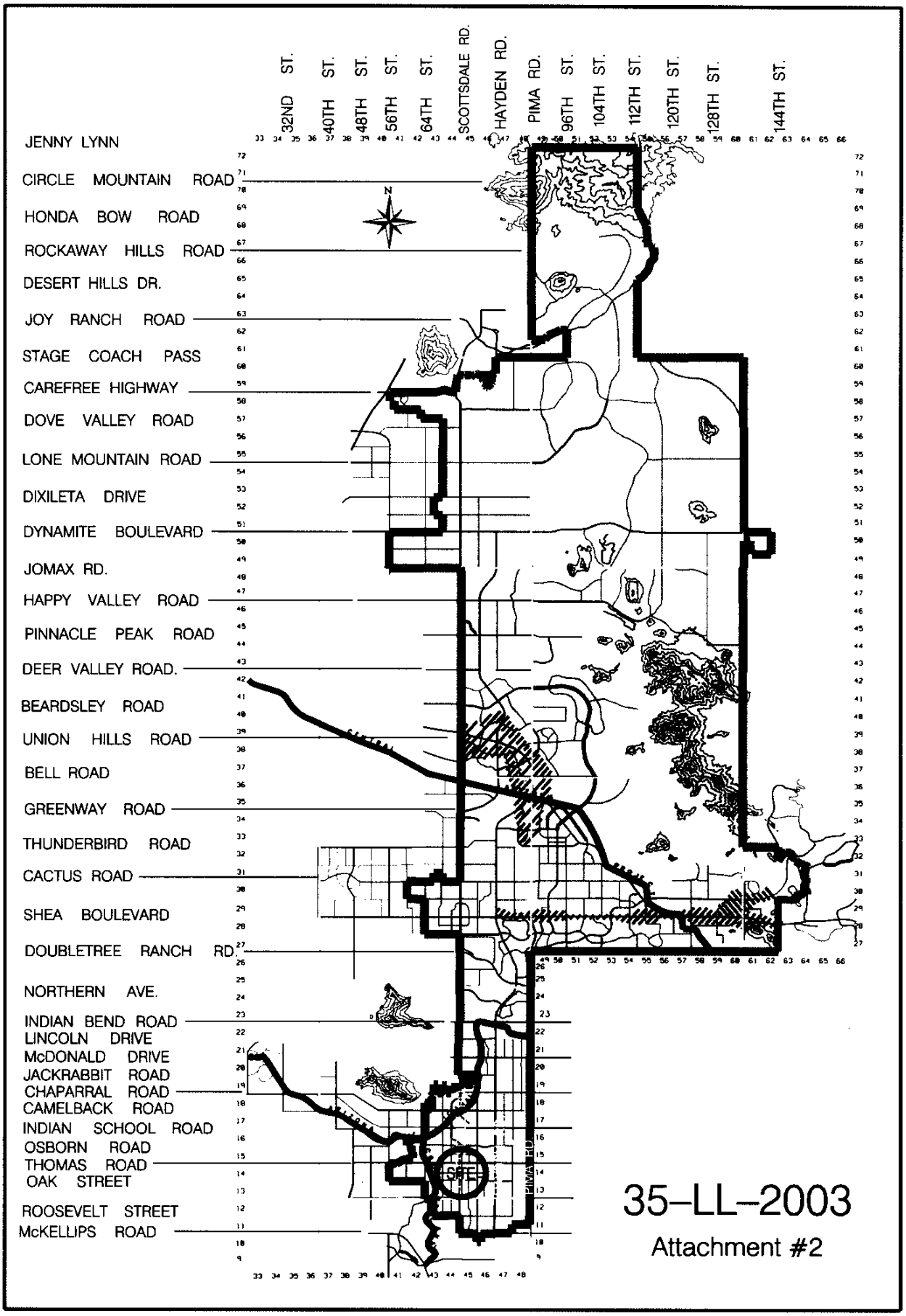
#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application



Taco 'Te Beach

35-LL-2003

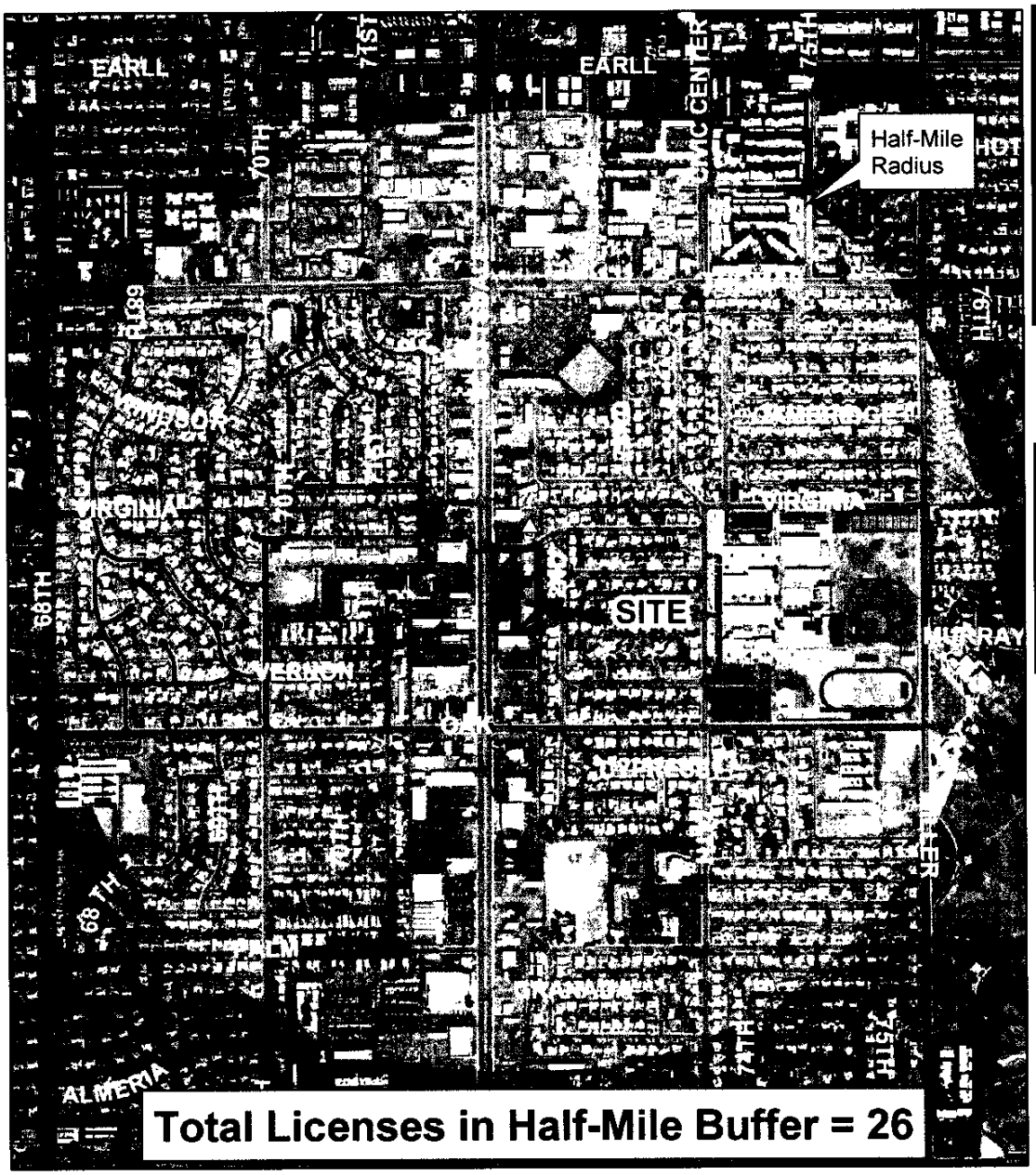
ATTACHMENT #1



35–LL–2003

Attachment #2

A Half-Mile
dale Rd.



Liquor License Count Within Half-Mile Radius by Series

- ★ 7 - Bar
- ▲ 3 - Beer/Wine Bar
- ★ 1 - Liquor Store
- ▲ 5 - Beer/Wine Store
- ★ 9 - Restaurant
- △ 1 - Private Club

Legend

- Public School
- Private School
- Faith Communities

N
W E
S

0 487.5 975 1,950 Feet

1 inch equals 1,006.69 feet

liquor licenses.mxd
Printed 5/20/03
Created By: Brian Hancock
Source: City of Scottsdale

35-LL-2003

Attachment #3

Planning & Development Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

RECEIVED
MAY 1 2003
CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

DL
2003 MAY 13

35-CC-2003

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

AMENDMENT

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:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 _____

2003 MAY 13 A 11:37 DLLC

SECTION 3 Type of license and fees: LICENSE #: 12075516

1. Type of License: RESTURANT 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section) P1033054

1. Applicant/Agent's Name: Mr. Ms. FARAH (Last) MAX (First) (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: TACO TOTE LLC B1029015
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: TACO'TE BEACH B1017007
(Exactly as it appears on the exterior of premises)
4. Business Address: 2515 N SCOTTSDALE RD #2-3-4 SCOTTSDALE MARICOPA 85257
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (480) 429-0990 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: SAME
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____._____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: [signature] Date: 5/13/03 Lic. # 12075516

Fees:	100-	100-			48-	$ 248-
	Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD.
YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

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:

- [x] INTERIM PERMIT *Complete Section 5*
- [x] NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- [ ] PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- [ ] LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- [ ] PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- [ ] GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 _____

2008 MAY 13 A 10:28 DLLC

SECTION 3 Type of license and fees: LICENSE #: 12

1. Type of License: RESTAURANT 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. LOPEZ (Last) JORGE (First) ALBERTO (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: TACO TOTE LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: TACO 'TE BEACH
(Exactly as it appears on the exterior of premises)
4. Business Address: 2515 N. Scottsdale Rd. #2-3-4 Scottsdale Maricopa 85257
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (480) 429-0990 Residence Phone: ([redacted]
6. Is the business located within the incorporated limits of the above city or town? [x] YES [ ] NO
7. Mailing Address: Same above
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____._____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: _____ Date: _____ Lic. # _____

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $_____ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

State of _____ County of _____

X_____ The foregoing instrument was acknowledged before me this
(Signature)

SEE ATTACH Lease Agreement

_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]			%		
☐ ☐				%		
☐ ☐				%		
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

RECEIVED
MAY 1 2003
CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

DL
2003 MAY 13

35-LL-2003

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- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER Explain _____

2003 MAY 13 A 11:31 DLLC

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7. Mailing Address: SAME
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: [illegible] Date: 5/13/03 Lic. # 12075516

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100-	100-			48-	248-

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LIC 0100 11/2000

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- [ ] PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
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- [ ] 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 _____

2009 MAY 13 A 10:08

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   (Exactly as it appears on Articles of Inc. or Articles of Org.)
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6. Is the business located within the incorporated limits of the above city or town? [X] YES [ ] NO
7. Mailing Address: Same above
   City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: _____ Date: _____ Lic. # _____

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $_____ TOTAL

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LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

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2. There MUST be a valid license of the same type you are applying for currently issued to the location.
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4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

State of _____ County of _____

X_____
(Signature)

The foregoing instrument was acknowledged before me this

SEE ATTACH Lease Agreement

_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]					
☐ ☐						
☐ ☐						
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: TACO TOTE LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: 4/15/03 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-1073472-5 Date authorized to do business in AZ: 4/15/03

5. Is Corp./L.L.C. non-profit? ☐ YES ☑ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
FARAH	MAX		President	[redacted]	
JORGE	A.	LÓPEZ	VICEPRES	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
LOPEZ	JORGE	ALBERTO	10%	[redacted]	
MAX	FARAH		90%	[redacted]	
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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. Person to administer this license: _____ _____ _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 Person to Person T[redacted]

[redacted] Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. C[redacted] _____

4. Current Business [redacted] _____

_____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

_____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business Name and Address: (Exactly as it appears on license) CARIBBEAN SUPPER CLUB - SABOR LATINO
2515 N SCOTTSDALE RD SUTI #2-3-4 SCOTTSDALE AZ 85257

2. New Business Name and Address: (Do not use PO Box Number) TACO TOTE LLC DBA TACO'TE BEACH
2515 N SCOTTSDALE RD SUTI #2-3-4 SCOTTSDALE AZ 85257

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

2003 MAY 13 A 10 DLLC.

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1/2 mile ft. 1000 ft. Name/Address of school: CORONADO HIGH
(Regardless of distance)
2521 N 74TH ST SCOTTSDALE AZ 85257

2. Distance to nearest church: 1/4 mile ft. 130 ft. Name/Address of church: SCOTTSDALE BAPTIST CHURCH
(Regardless of distance)
2500 N SCOTTSDALE RD 85257 SCOTTSDALE AZ

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: WILSHIER PLAZA (MORGAN COMMERCIAL PROPERTY)
2515 N. SCOTTSDALE Rd, SCOTTSDALE AZ 85257 Suite #1

4a. Monthly rental/lease rate $ 5,200 ov/mo. What is the remaining length of the lease? 2 yrs. 5 yr Option.

4b. What is the penalty if the lease is not fulfilled? $ 3% or other civil suit
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ 0

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) to attract all types of customers by providing a full service restaurant

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 # 12074796 (Exactly as it appears on license) Name JOSE LUIS GERMAN.

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☒ NO If yes, give licensee's 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. Section 4-203.01; and complete Section 5 of this application.

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☒ YES ☐ NO

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

1. Check ALL boxes that apply to your licensed premises:

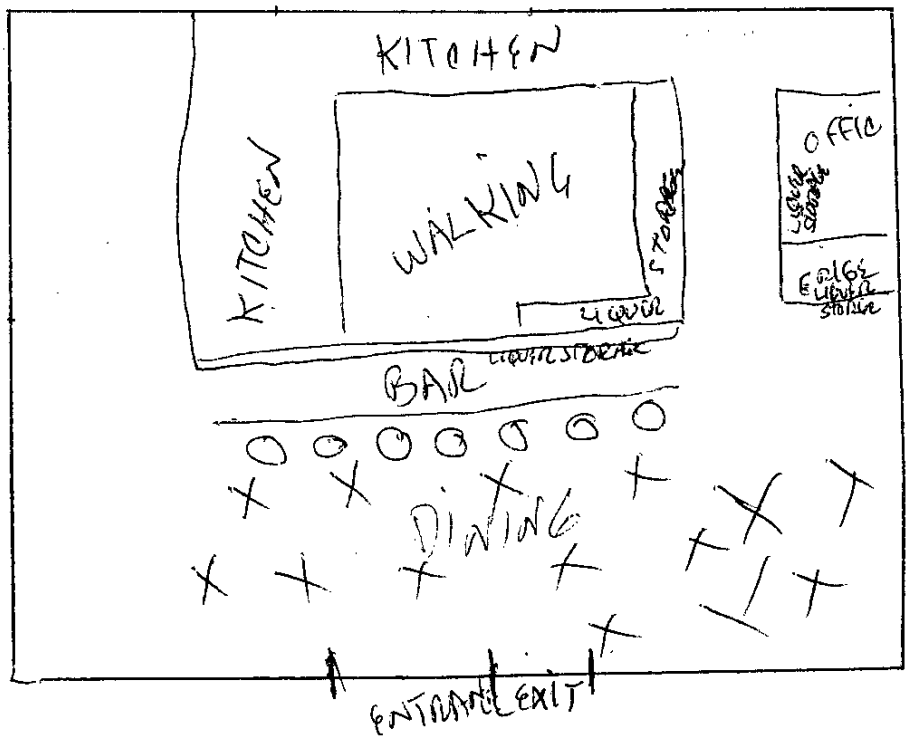
   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

4350 ft



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

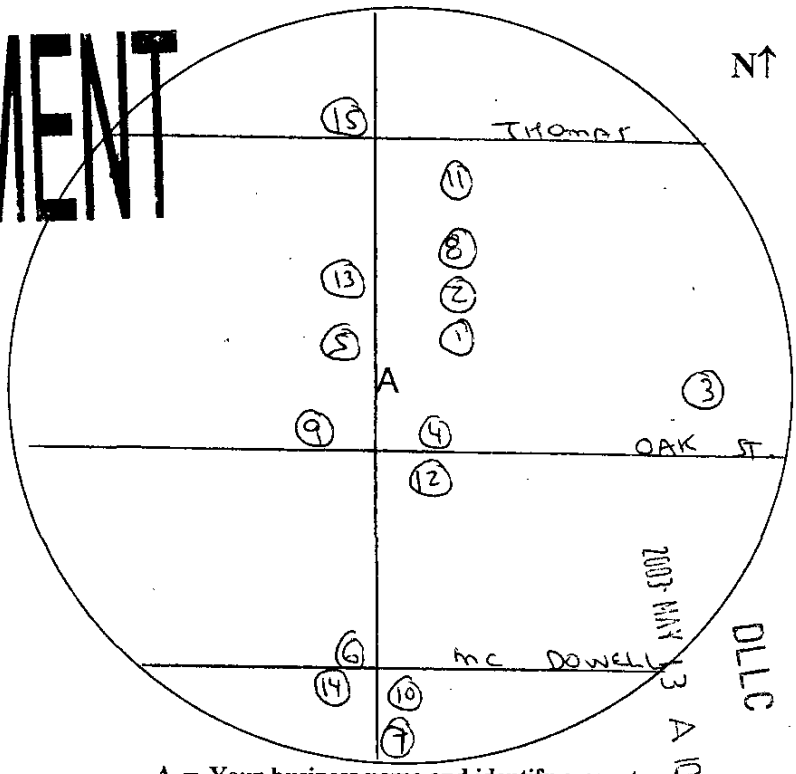
SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. on the rocks
2. molisse italian
3. Coronado high school
4. vine tavern factory
5. Kenn's Garden
6. Jane B's of scottsdale
7. Babe's
8. Az wine
9. Fraishers
10. Papa Johns
11. Albertsons
12. Flicka's
13. Dirty Drumer
14. Victorys Sport
15. Famous Sams

AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

2003 MAY 13 A 10:39 DLLC

SECTION 17 Signature Block:

I, MAX FARAH, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X [signature]
(Signature)

State of AZ County of MARICOPA
The foregoing instrument was acknowledged before me this

13 day of MAY, 2003.
Day of Month Month Year

My commission expires on: OFFICIAL SEAL DARLENE M. RINEHART NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Commission Expires Oct 15, 2006

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

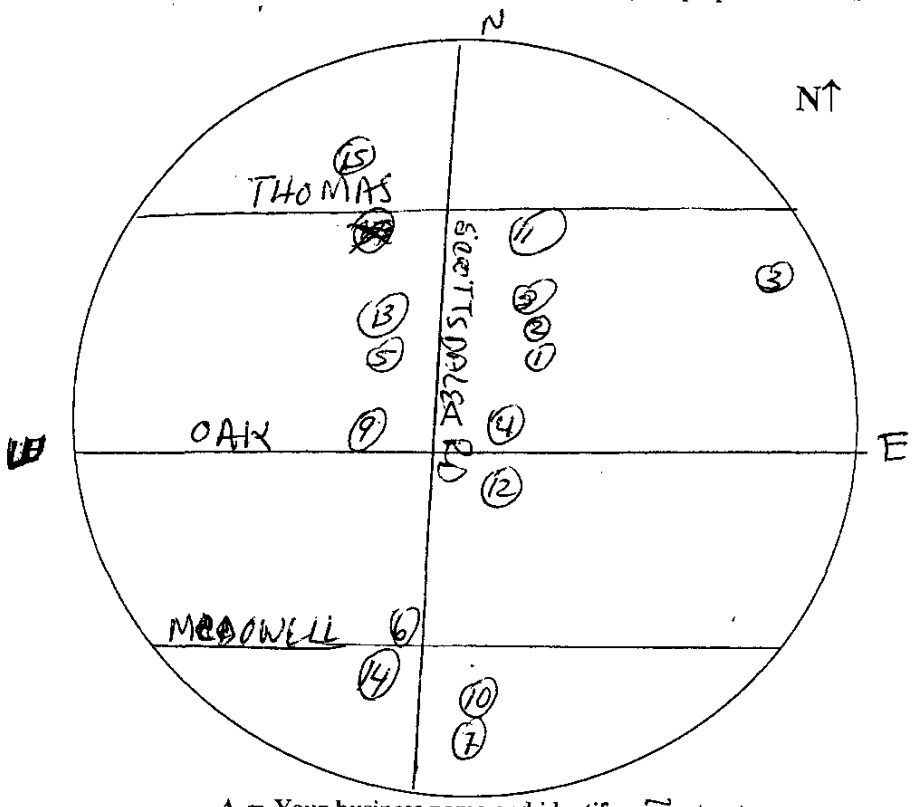
AMENDMENT

SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. ON THE ROCK
2. MOLISE ITALIAN
3. CORONADO HIGH
4. Vine Tavern & Gallery
5. Kam's Garden
6. J.B's of Scottsdale
7. Babe's
8. Az Wine
9. Fraisher's
10. Papa Johns
11. Albertsons
12. Flicka's
13. Dirty Drummer
14. Victory's Sports Bar
15. Famous Sam's

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, JORGE LOPEZ, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____
(Signature)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

1 day of MAY, 2003.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

2003 MAY 13 A 10: 38
DLLC

SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

A = Applicant Series 12

01 Pink Elephants Series 06

02 Mama's Rest. Series 12

03 Corner Liquors Series 09

04 Joe's Groceries Series 10

05 Lions Club Series 14

06 Burgers R Us Series 07

07 Pizza Perfect Series 07

08 Billy Bobs Bar Series 06

09 St. Anthonys Church

10 St. Anthonys School

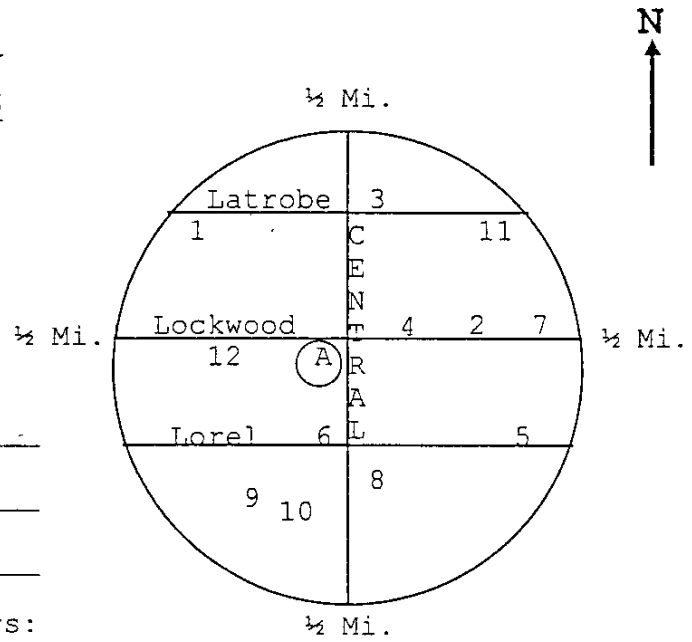
11 Burbank Middle School

12 First United Baptist Church

13

14

15



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075516
P1033054 (If the location is currently licensed)

1. Check appropriate box → ☐ Owner ☒ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: FARAH (Last) MAX (First) _____ (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: IRAN (KERMAN) Height: 5'10 Weight: 185 Eyes: BROWN Hair: BLACK
City State Country (not county)

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: LEISA (Last) CORINA (First) _____ (Middle) _____ (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1996

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: ~~TACO TOTE~~ (TACOTE BEACH) Premises Phone: (480) 429-0990

11. Licensed Premises Address: 2515 N SCOTTSDALE RD (Street Address) SCOTTSDALE (City) MARICOPA (County) 85257 (Zip)
(Do not use PO Box #)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
3/2000	CURRENT	~~3308 N SCOTTSD~~ TILE	CASTA TILE & STONE 3308 N SCOTTSDALE RD AZ 85251
10/97	3/2000	TACO MAX	3308 N SCOTTSDALE RD AZ 85251

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
3/96	CURRENT	OWN	[redacted]	[redacted]		

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 2 , answer #14a below. If NO, skip to #15. ☑YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☑NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☑NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☑NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☑NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐YES ☑NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved [redacted] *misrepresentation of a business, professional or liquor license*? ☐YES ☑NO

20. Are you NOW or have you [redacted] been a controlling person, [redacted] director, or manager on *any other liquor license* in this or any other state? [redacted] ☑YES ☐NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☑NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. [redacted] licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☑ NO If "yes", attach a copy of such agreement

24. I, MAN FARAIA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13 day of May 2003
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct. 6, 2006

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day of Month Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

(Signature of NOTARY PUBLIC)

I WAS PRESIDENT OF
LA BOVEDA RESTURANT LIC#12074140
#20

DLLC
2003 MAY 13 A 10: 37

Department of Justice
Immigration and Naturalization Service

Petition for Name Change

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA
(NAME OF COURT)

As part of the naturalization process, you have the opportunity to legally change your name. Please complete lines 1 - 8 (Type or print clearly).

My full and correct name (current name):

1. MANSOUR (FIRST) FAKHRI (MIDDLE) (LAST)

2. Address: [redacted] (Number/Street) (City/State) (Zip Code)

3. Country of Nationality: IRAN 4. Date of Birth: [redacted] (Month) (Day) (Complete Year)

5. Alien Registration Card (Green Card) Number: A [redacted]

6. I certify that I am not seeking a change of name for any unlawful purpose such as the avoidance of debt or evasion of law enforcement.

7. I petition the court to change my name to:

MAX (FIRST) FARAH (MIDDLE) (LAST)

8. Date: 06 / 12 / 2000 (Month) (Day) (Complete Year) MANSOUR FAKHRI Signature of Petitioner, (current name)

CERTIFICATION OF NAME CHANGE

I CERTIFY THAT THE ABOVE PETITION WAS GRANTED BY THE COURT ON JUL 14 2000 (Date)

RICHARD H. WEARE
(Clerk)

(Deputy Clerk)

IMPORTANT INFORMATION

ur copy of this petition, along with your Certificate of Naturalization, which you will receive upon taking the oath of allegiance, will verify at you elected to change your name. Your Certificate of Naturalization bears your new name as changed per Order of the Court.

The Secretary of State of the United States of America hereby requests all whom it may concern to permit the citizen/national of the United States named herein to pass without delay or hindrance and in case of need to give all lawful aid and protection.

Le Secrétaire d'Etat des Etats-Unis d'Amérique prie par les présentes toutes autorités compétentes de laisser passer le citoyen/ressortissant des Etats-Unis titulaire du présent passeport, sans délai ni difficulté et, en cas de besoin, de lui accorder toute aide et protection légitimes.

El Secretario de Estado de los Estados Unidos de América por el presente solicita a las autoridades competentes permitir el paso del ciudadano o nacional de los Estados Unidos aquí nombrado, sin demora ni dificultades, y en caso de necesidad, prestarle toda la ayuda y protección lícitas.

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE/FIRMA DEL TITULAR

NOT VALID UNTIL SIGNED

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasaporte: [redacted]

Surname / Nom / Apellidos: FARAH
Given names / Prénoms / Nombres: MAX
Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento: [redacted]
Sex / Sexe / Sexo: M
Place of birth / Lieu de naissance / Lugar de nacimiento: IRAN
Date of issue / Date de délivrance / Fecha de expedición: [redacted]
Authority / Autorité / Autoridad: National Passport Center
Date of expiration / Date d'expiration / Fecha de caducidad: [redacted]
Amendments / Modifications / Enmiendas: See Page 24

P<USAFARAH<<MAX<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
[redacted]<<<<<<<<<<<<<<08

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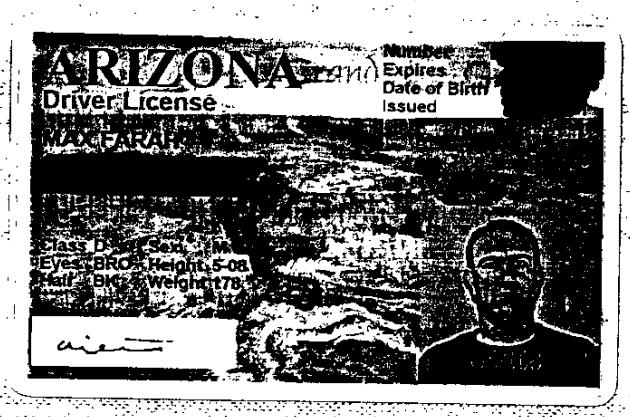

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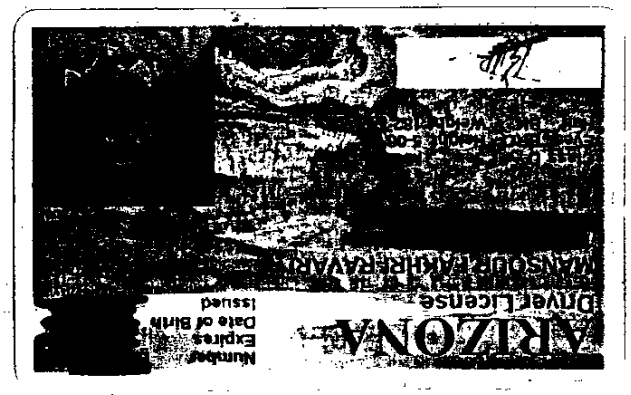
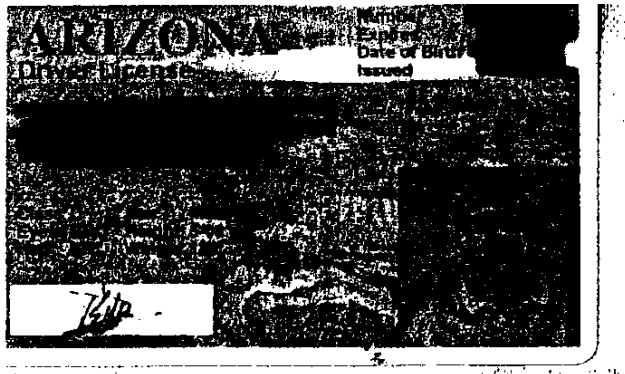




DLLC

2003 MAY 13 A 10: 38

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075516
(P 1044217 (If the location is currently licensed)

1. Check appropriate box → ☐ Owner ☒ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: LOPEZ (Last) JORGE (First) ALBERTO (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License #: [redacted] State: AZ

4. Place of Birth: MEXICO (City) CITY (State) MEXICO Country (not county) Height: 5.6 Weight: 195 Eyes: BROWN Hair: BLACK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: LOPEZ (Last) ANDRIA (First) PERALTA (Middle) (Maiden) Date of Birth [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 11-10-2000

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: ~~TACOTOTE LLC~~ (TACOTE BEACH) Premises Phone: (480) 429-0990

11. Licensed Premises Address: 2515 NORTH SCOTTSDALE RD #2 #3 #4 MARICOPA 85257
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
5-1-03	CURRENT	Resturant	TACO TOTE 2515 N. Scottsdale Rd Scottsdale AZ 8525
03/01/01	05/01/03	odd Jobs RESTAURANT	HOLA CAFE 2515 N. Scottsdale Rd #2 #3 #4
05/01/98	03/01/01	STUDENT	MEXICO CITY, MEXICO. AV. PASTORES #147 Col. Navidad Scottsdale AZ 8525

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
3/1/03	CURRENT	Rent	[redacted]	[redacted]	[redacted]	[redacted]
3/1/02	3/1/03	Rent	1828 North 74th st. scott	"	"	8525
11/10/2000	3/1/02	Rent	2323 EAST FLOWER st. APT. 234	Phoneix	AZ	8501

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 11 ~~answer #14a below~~. If NO, skip to #15. ☒YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐YES ☒NO

19. [redacted] EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved [redacted] *fraud or misrepresentation of a business, professional or liquor license*? ☐YES ☒NO

20. Are you NOW or have [redacted] been a controlling person [redacted] director, or manager on *any other* [redacted] license in this or any other state? [redacted] ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] **anager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24**

[redacted]:

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. [redacted] to the licensee? ☐ YES ☒ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☒ NO If "yes", attach a copy of such agreement

24. I, LOPEZ JORGE ALBERTO, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)
I have read this questionnaire and the contents and all statements are true, correct and complete.

(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
13 day of MAY, 2003.
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct 15, 2006

My commission expires on: _____
Day of Month Month Year

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

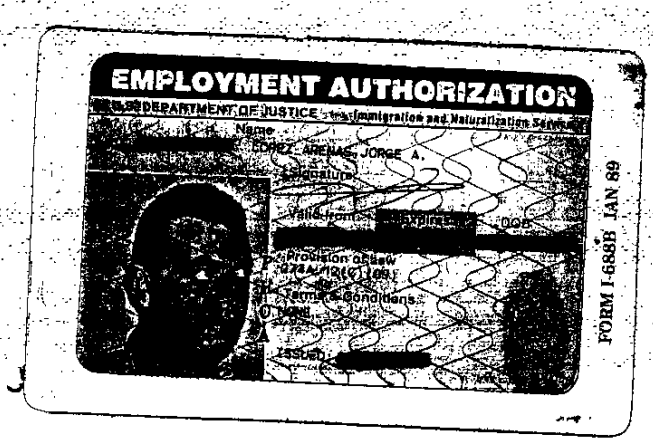
25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] State of [redacted] County of _____
[redacted] The foregoing instrument was acknowledged before me this

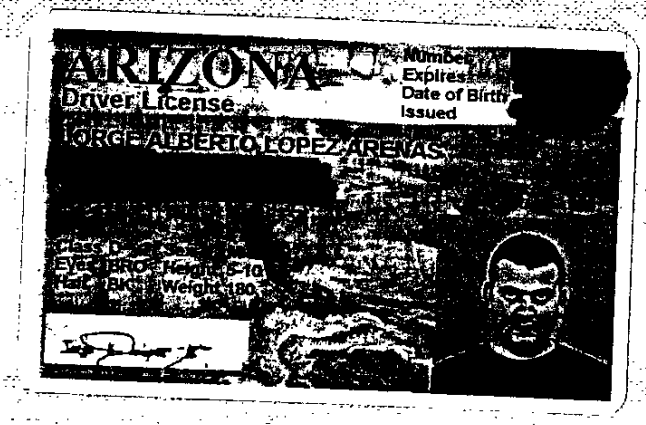
X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

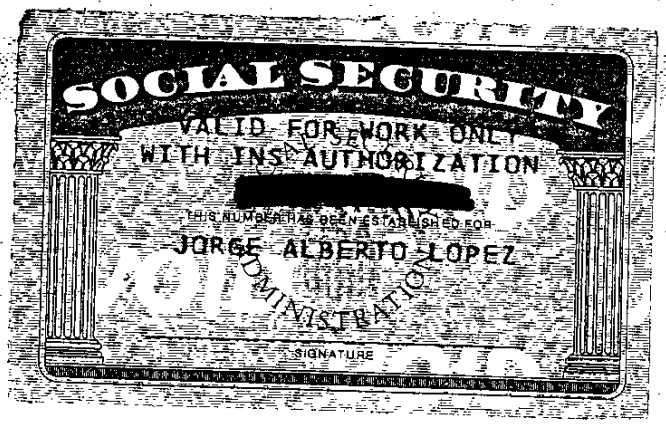
My commission expires on: _____
Day of Month Month Year

(Signature of NOTARY PUBLIC)



DLLC
2003 MAY 13 A 10:38





The person identified on the reverse of this card is authorized to engage in employment in the United States pursuant to Section 274A of the Immigration and Nationality Act, as amended, during the period of validity of the card and in accordance with the restricting terms stated on the reverse of the card.

This document is VOID if altered and may be revoked pursuant to 8 CFR 274a. This document is not evidence of citizenship or permanent residence in the United States. If this card is found, please return to the nearest office of the Immigration and Naturalization Service.

08 JAN 1998

You Must Report a Change of Address Within 10 Days

[redacted]

Number [redacted]
Expires
Issued

Class D Operator

Endorsements NONE

Restrictions NONE

DLLC
2003 MAY 13 A 10: 38

This card is the official verification of your Social Security number. Please sign it right away. Keep it in a safe place.

Improper use of this card or number by anyone is punishable by fine, imprisonment or both.

This card belongs to the Social Security Administration and you must return it if we ask for it.

If you find a card that isn't yours, please return it to:
Social Security Administration
P.O. Box 33008, Baltimore, MD 21290-3008

For any other Social Security business/information, contact your local Social Security office. If you write to the above address for any business other than returning a found card, it will take longer for us to answer your letter.

Social Security Administration
Form SSA-3000 (6-99) [redacted]

11470

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007
(602) 542-5141

400 W Congress #150
Tucson AZ 85701
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

JORGE ALBERTO LÓPEZ ARENAS
Individual Name (Print)

Individual Signature

2002 MAY 13 A 10:37 DLLC

051401
Date Training Completed

TYPE OF TRAINING COMPLETED

- [x] BASIC
- [x] MANAGEMENT
- [x] BOTH
- [x] ON SALE
- [ ] OFF SALE
- [ ] OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
JOSE GERMAN	HOLA CAFE	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Business Council for Alcohol Education (B.C.A.E.)
Company or Individual Name

500 East Thomas Road # 100
Address

City	State	Zip	Phone
Phoenix	Arizona	85012	(602) 285 1396

I Certify the above named individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

051401
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.
The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

Disabled individuals requiring special accommodations please call (602) 542-9051

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

2003 MAY 13 A 10:37 DLLC

Jorge A. Lopez
Individual Name (Print)

Individual Signature

March 29, 2002
Date Training Completed

TYPE OF TRAINING COMPLETED

- [X] BASIC
- [ ] ~~ON-SALE~~
- [ ] ~~MANAGEMENT~~
- [ ] ~~OFF-SALE~~
- [ ] ~~BOTH~~
- [ ] ~~OTHER~~

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Bartending Academy
Company or Individual Name

2108 E. Thomas Rd., Suite 100
Address

Phoenix	Arizona	85016	602-957-3771
City	State	Zip	Phone

I Certify the above named individual has successfully completed the specified program(s).

Dwayne Crissey
Trainer Name (Print)

Trainer Signature

March 29, 2002
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.
The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
       1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
       2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
       3) Guest Checks
       4) Coupons/Specials
       5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
       1) Daily Bank Deposit Slips
       2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

2003 MAY 13 A 10:39
DLLC

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

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

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

2003 MAY 13 A 10:09 DLLC

A.R.S. 205.02.G. For the purpose of this section:

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

I, (**print** Licensee/Agent's Name):

LÓPEZ	JORGE	ALBERTO
Last	First	Middle

have read and fully understand all aspects of this statement.

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee/Agent)

13 day of MAY, 2003
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct. 15, 2006

My commission Expires on _____
Day of Month Month Year

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

RESTAURANT OPERATION PLAN

LICENSE # [redacted] 12075516

1. List by Make, Model and Capacity of your :

Grill	WOLF RANGE CO WITH THIRTEEN BERNERS 72 X 26
Oven	MONTAGE #2 WITH SIX BERNERS
Freezer	MACCALL MOD #7-7020FT
Refrigerator	WALKING COOLER 15X10 LARKIN
Sink	THREE COMPARTMENT SINK
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	TWO TABLE ON 72X30 & THREE TABLE 30X18
Other	FLAT GRILL AMERICAN RANGE 36X30 FRYER IMPERIAL STEAM TABLE 48X24

2. Print the name of your restaurant: TACO TE BEACH

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

a. **Restaurant area** of your premises [149

b. **Bar area** of your premises [+ 10

c. **Total area** of your premises [159]

5. What type of dinnerware and utensils are utilized within your restaurant?
☒ Reusable ☒ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☐ Yes _____ % ☒ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 70 %

2003 MAY 13 A 10:39 DLLC

***Disabled individuals requiring special accommodations, please call the Department.**

Lic0114 05/1999

8. Does your restaurant Contain any games or television? ☒ Yes ☐ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)
Two Televisions

9. Do you have live entertainment or dancing? ☒ Yes ☐ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

JORGE LOPEZ MANAGER
CRIS STEWART BARTENDER
ALAN AHERN PUBLIC RELATIONS
CORINA LEIVA WAITRESS

2003 MAY 13 A 10:39 DLLC

I, Jorge A. López, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read theis application and the contents and all statements true, correct and complete.

X
(Signature of APPLICANT)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
13 day of MAY, 2003.
Day of Month Month Year

My commission expires on OFFICIAL SEAL DARLENE M. RINEHART NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Commission Expires Oct. 15, 2006

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

MORGAN
Commercial Property Management

2515 North Scottsdale Road
Suite # 1
Scottsdale, Arizona 85257
Telephone: 602. 339.0276
Facsimile 480. 423.6923

April 29, 2003

State of Arizona Department of Liquor Licenses and Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007-2934

2003 MAY 13 A 10: 38

DLLC

RE: Sub-Lease Termination,
2515 N. Scottsdale Road
Suites # 2, 3, &4
Scottsdale, Arizona

Dear Sir or Madam:

This letter is to confirm that the Sub-Lease, with Mr. Jose German, for the Suite referenced above is no longer in force or effect. The premises has reverted to the control and ownership of Mr. Max Farah as Lessee.

Please feel free to contact me if there are any further questions.

Sincerely,

J. Douglas Bitner
Manager/ Agent

DLLC

2002 MAY -3 PM 3:18

ASSIGNMENT AND ASSUMPTION AGREEMENT, LEASE MODIFICATION AGREEMENT, LANDLORD'S CONSENT, AND GUARANTEE OF LEASE

THIS AGREEMENT made and entered into as of the March 9, 2001, by and among:

Raymond H. Klemp, an individual ("Landlord").

LaBoveda Restaurant, Inc. by Mansour Fakhri, an Arizona corporation ("Assignor").

Jose German and Isabelle Ciprian, husband and wife, ("Assignee").

Johanson Zambrano and Marisol Fuentes, husband and wife, (collectively, "Assignee").

WITNESSETH:

WHEREAS, on or about March 9, 1999, Landlord and Assignor entered into a lease agreement ("the Lease") for certain premises as more fully described in the Lease, in Wilshire Plaza, a shopping center located in Scottsdale, Arizona, subject to the terms, covenants and conditions contained in the Lease; attached to this Agreement as Exhibit "A"; and

WHEREAS, on or about N/A, Landlord and Assignor executed a First Amendment/Lease Renewal Agreement; and

WHEREAS, Mansour Fakhri have unconditionally guaranteed the full performance of all of the obligations of the tenant under the Lease; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, obligation and interest in and to the Lease and Assignee desires to acquire and assume all such right, title, obligation and interest; and

WHEREAS, Assignor and Assignee have requested that Landlord consent to the aforesaid assignment; and

WHEREAS, the parties hereto wish to modify certain provisions of the Lease; and

WHEREAS, in consideration of the Landlord granting its consent to the assignment of lease, Mansour Fakhri, has agreed to unconditionally guarantee the full performance of all of the obligations of the tenant under the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Assignor hereby assign and transfer to Assignee all of the right, title and interest of Assignor in and to the Lease, to have and to hold the same for the remainder of the Term of the Lease.

Assignee hereby accepts said assignment and assumes all liabilities of Assignor to Landlord and the full and faithful observance and performance of each and every term, covenant and condition of the Lease on the part of the Assignor thereunder to be observed and performed.

Assignor and Assignee represent and warrant to each other and for the benefit of Landlord that each has full and lawful authority to enter into and be bound by this agreement and to perform all obligations required to be performed by each under this agreement and the Lease.

Assignor shall be and continue to remain liable for the payment of rent and other charges, and the full and prompt performance of all of the obligations of the tenant under and as set forth in the Lease.

Assignor and Assignee agree that all year-end adjustment, property tax, common area maintenance and insurance for the year 2001 (Base Year) and thereafter shall be the responsibility of Assignee and Assignee hereby agrees to pay the same when due pursuant to the Lease.

Assignee's address for the purpose of notice or demand shall be the address of the leased premises.

Assignee has inspected the plumbing, electric and air conditioning servicing the leased premises and agrees to accept the same in "as is" condition.

Upon execution of this agreement, Assignor shall pay to Landlord a $1,000.00 assignment fee.

Notices or demands under this Lease shall be in writing and delivered in person or by reputable nationwide overnight courier, forwarded by certified or registered mail, or sent vial facsimile transmission with the original to follow by regular first class mail, delivery or postage charges prepaid, to the following address and/or fax number, or to such other address and/or fax number as a party may designate in writing by notice given in accordance herewith:

Assignor hereby waives and relinquishes any and all rights or claim to the security deposit presently held by Landlord. It is understood and agreed that the security deposit shall continue to be held, pursuant to the terms of the Lease, by Landlord. Upon expiration or earlier termination of the term of the Lease, any security deposit refund shall be paid to Assignee.

It is understood and agreed that the Lease is in full force and effect and has not been modified, supplemented or amended in any way except as herein provided.

Assignor hereby represents and warrants to Landlord and Assignee that there are no offsets or credits against rentals nor have any rentals been paid in advance. Further, Assignor agrees that there are no existing claims or causes of action against Landlord arising out of the Lease, nor are there any existing defenses which Assignor has against the enforcement of the Lease by Landlord.

Assignor and Assignor's partners, officers, directors, agents and employees, if any, hereby release Landlord, it partners, officers, directors, agents, employees, attorneys, successors, heirs and assignees from any and all claims or causes of action, known or unknown, arising out of the Lease between Landlord and Assignor prior to the date of this agreement.

This Agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing executed by the parties hereto or their respective successors and assigns.

Landlord hereby consents the assignment of the Lease from Assignor to Assignee, subject to the terms, covenants and conditions set forth herein, and further subject to the condition that there shall be no further subletting or assignment of all or any portion of the premises demised under the Lease or any interest therein (including the premises demised by the foregoing Assignment), except in accordance with the terms and conditions of the Lease.

Landlord neither approves nor disapproves the terms and agreements contained in any purchase, sale or assignment agreement between Assignor and Assignee, and Landlord assumes no liability therefor or thereunder.

Mansour Fakhri (Guarantors) hereby consent to this agreement and hereby acknowledge and reaffirm their continuing obligations as guarantors of the tenant's performance under the Lease.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

LANDLORD:	ASSIGNOR:
Raymond H. Klemp	LaBoveda Restaurant, Inc.
an individual	an Arizona Corporation
By	By Mansour Fakhri
Its	Its President
Raymond H. Klemp	Mansour Fakhri 03-09-2001

Assignee:

Jose German, Isabelle Ciprian, husband and wife

Johanson Zambrano, Marisol Fuentes, husband and wife

Luis Arrieta

sworn by me this 8th day of March 2001.

OFFICIAL SEAL
LUIS ARRIETA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 29, 2004

DO NOT PUBLISH THIS SECTION

ARTICLE 1
The company name must contain a word ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

ARTICLE 2
May be in care of the statutory agent.

ARTICLE 3
The statutory agent must provide both a physical and mailing address. If statutory agent has P.O. Box, then they must provide a physical description of their street address/location. The agent must sign the Articles or provide a consent to acceptance of appointment.

ARTICLES 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

ARTICLE 5.a.
Check which management structure will be applicable to your company.

EXPEDITED
CORPORATION COMMISSION
FILED

2003 APR 15 P 3:15

Angie Moreno
4-15-03

L 10734725
4-17-03 AM

ARTICLES OF ORGANIZATION

DLLC

OF

TACO TOTE LLC

2003 MAY 2 A 10:38

(An Arizona Limited Liability Company)

1. Name. The name of the limited liability company is: TACO TOTE LLC

okay.

2. Registered Office. The address of the registered office in Arizona is: 2515 N SCOTTSDALE RD STE # 4 SCOTTSDALE AZ 85257

located in the County of MARICOPA

3. Statutory Agent. (In Arizona) The name and address of the statutory agent of the company is: MAX FARAH [redacted]

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is _____

5.a. Management.

[X] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

[ ] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

DO NOT PUBLISH THIS SECTION

5.b.

Name: MAX FARAH

[M] member [M] manager [ ] member [ ] manager

Address: [redacted]

City, State, Zip: [redacted]

Name: _____ _____

[ ] member [ ] manager [ ] member [ ] manager

Address: _____ _____

City, State, Zip: _____ _____

ARTICLE 5.b. Depending upon your selection in 5.a., provide the names and addresses of the managers and members of the organization. Check the applicable title for each person. A member managed company cannot contain a manager or managers.

The person(s) executing this document need not be member(s) of the company.

Your fax and phone number is optional.

The agent must consent to the appointment by executing the consent.

See A.R.S. §29-601 et seq. for more info.

LL-0004
Rev. 01/03

EXECUTED this 15 day of APRIL, 2003.

[Signature] [Signature]

MAX FARAH

[Print Name Here] [Print Name Here]

PHONE [redacted] FAX _____

Acceptance of Appointment By Statutory Agent

I MAX FARAH, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature of Statutory Agent

EXPEDITED
ARIZONA CORP COMMISSION
FILED
L-1073472-5
2003 MAY -2 P 1:10

APPR Mary Baines
DATE APPR 5/2/03
TERM
DATE TIME

ARTICLES OF AMENDMENT

OF

DLLC

TACO TOTE LLC

[Name of Limited Liability Company] 2003 MAY 13 A 10:38

1. The name of the limited liability company is

TACO TOTE LLC.

2. The Articles of Organization were originally filed with the Arizona Corporation Commission on the 15th day of APRIL, 2003.

3. Attached hereto as Exhibit A is the text of the amendment.

selling 10% of TACO TOTE TO JORGE A. LOPEZ. ARENAS. & adding him as a member. His address [redacted]

Dated this 2nd day of MAY, 2003.

TACO TOTE LLC

[Name of Limited Liability Company]

By

Name: MAX FARAH

[Check One: ☐ Member ☒ Manager]

LL:0022
Rev: 03/03

L-1073472-5

PAID
$60.00

CORPORATIONS DIVISION
EXPEDITED FILINGS SECTION
1300 WEST WASHINGTON
PHOENIX, Arizona 85007-2929

User Id: TANYAT
Invoice No.: 1463726

Check Batch:
Invoice Date: 05/02/2003
Date Received: 05/02/2003
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	ART OF AMEND L-1073472-5 TACO TOTE LLC	$25.00
1	EXPEDITE L-1073472-5 TACO TOTE LLC	$35.00

Total Documents: $ 60.00

PAYMENT CASH $60.00

Balance Due: $ 0.00

BOTANAS

(APPETIZERS)

1-QUESADILLA ABIERTA — **$3.99**
A CRISPI FLOUR TORTILLA TOPPED WITH MELTED CHEESE

2-GUACAMOLE — **$3.99**
OUR GUACAMOLE DIP, MADE WITH FRESH TOMATOES,
ONIONS, CILANTRO, JALAPENOS, AND AVOCADOS.

3-QUESOHONGO — **$4.85**
SAUTEED MUSHROOMS,WITH ONIONS,GARLIC,& MELTED CHEESE, WITH FLOUR TORTILLA.

4-CALAMARES — **$6.50**
TENDER STRIPS OF CALAMARI STEAK,LIGHTLY BREADED AND DEEP FRIED ON A TOMATO SAUCE.

5-FLAUTITAS CON GUACAMOLE — **$4.99**
FOUR CHICKEN TAQUITOS SERVED WITH GUACAMOLE AND SOUR CREAM.

6-CHIMICHANGUITAS — **$4.50**
FOUR MINI GROUND BEEF CHIMICHANGUITAS WITH GUACAMOLE AND SOUR CREAM.

7-NACHOS — **$3.99**
CRISPI CHIPS TORTILLA, WITH MELTED CHEESE, AND JALAPENOS.

8-CAMARONES AL AJILLO — **$5.99**
SIX SAUTEED SHRIMPS WITH GARLIC AND CHILE HUAJILLO.

9-CAMARONES EMPANIZADOS — **$5.99**
SIX FRIED BREADED SHRIMPS

10-PULPO AL CHIPOTLE — **$5.99**
SAUTEED OCTOPUS WITH GARLIC,ONIONS AND CHIPOTLE SAUCE.

2003 MAY 13 A 10:38 DIC

SOPAS Y ENSALADAS

(SOUPS & SALADS)

11-SOPA DE VERDURAS — **$1.99**
VEGETABLE SOUP

12-POZOLE — **$4.99**
A FAMOUS PORK MEXICAN STEW

13-SOPA DEL DIA — **$2.50**
SOUP OF THE DAY (PLEASE ASK YOUR SERVER.)

14-ENSALADA DE POLLO — **$6.99**
CHICKEN SALAD, WITH CRISP GREENS,TOMATOES, BEANS,SOUR CREAM & CHEESE

15-ENSALADA VERDE — **$3.50**
CRISP GREENS,FRESH TOMATOES,ONIONS, CUCUMBERS & CHEESE. WITH OUR VINAGER OIL.

TOSTADAS Y TAMALES

(SERVED WITH RICE & BEANS)

16-DOS TOSTADAS VEGETARIANAS — **$4.99**
TWO HOME MADE VEGETERIAN TOSTADAS

17-DOS TOSTADAS DE POLLO — **$5.99**
TWO HOME MADE CHICKEN TOSTADAS

18-DOS TOSTADAS DE CARNE — **$6.50**
TWO HOME MADE BEEF TOSTADAS

19-DOS TOSTADAS DE CAMARON — **$7.99**
TWO HOME MADE SHRIMP TOSTADA

20-TRES TAMALES (POLLO,CARNE,PUERCO O FRIJOL CON QUESO) — **$6.50**
(YOUR CHICE OF CHICKEN,BEEF,PORK OR BEAN & CHEESE TAMAL)

TACOS,BURRITOS Y CHIMICHANGAS

(SERVED WITH RICE, BEANS & SALAD)

21-DOS TACOS DE CARNE ASADA $6.99
TWO BEEF TACOS

22-DOS TACOS DE POLLO $6.99
TWO CHICKEN TACOS

23-DOS TACOS DE PUERCO $6.99
TWO PORK TACOS

24-DOS TACOS DE PESCADO $6.99
TWO FISH TACOS

25-DOS TACOS DE PAPAS $3.99
TWO POTATO TACOS

26-DOS TACOS DE PICADILLO $4.99
TWO GROUND BEEF & POTATO TACOS

27-BURRITO DE CARNE ASADA $7.99
BEEF BURRITO

28-BURRITO DE POLLO $6.99
CHICKEN BURRITO

29-BURRITO DE PUERCO $7.99
PORK BURRITO

30-CHIMICHANGA DE CARNE $7.99
BEEF CHIMICHANGA

31-CHIMICHANGA DE POLLO $7.50
CHICKEN CHIMICHANGA

ENCHILADAS Y RELLENOS

(SERVED WITH RICE, BEANS & SALAD)

32-TRES ENCHILADAS DE POLLO $7.99
THREE CHICKEN ENCHILADAS

33-TRES ENCHILADAS DE CARNE $7.99
THREE BEEF ENCHILADAS

34-TRES ENCHILADAS DE MARISCO $7.99
THREE SEAFOOD ENCHILADAS

35-TRES ENCHILADAS DE QUESO $6.99
THREE CHEESE ENCHILADAS

36-TRES CHILES RELLENOS CON QUESO $6.99
THREE CHEESE CHILE RELLENOS, SERVED WITH RICE & BEANS.

QUESADILLAS Y PIZZAS

(SERVED WITH GUACAMOLE & PICO DE GALLO)

37-HOLA'S QUESADILLA DE QUESO $4.50
HOLA'S CHEESE QUESADILLA YOUR CHOICE OF PITA BREAD OR FLOUR TORTILLA

38-HOLA'S QUESADILLA DE CARNE $6.99
HOLA'S BEEF QUESADILLA YOUR CHOICE OF PITA BREAD OR FLOUR TORTILLA

39-HOLA'S QUESADILLA DE PECHUGA $6.99
HOLA'S CHICKEN BREAST QUESADILLA YOUR CHOICE OF PITA BREAD OR FLOUR TORTILLA

40-DOS QUESADILLAS DE MAIZ CON QUESO $3.99
TWO CORN CHEESE QUESADILLAS

41-PIZZA MEXICANA $7.99
CRISP FLOUR TORTILLA LAYERED WITH CHEESE, FRESH TOMATOES, ONIONS, CHICKEN OR BEEF

42-PIZZA DEL MAR $9.99

FAJITAS

(SERVED WITH RICE, PICO DE GALLO & SOUR CREAM)

43-FAJITA DE POLLO $6.99
CHICKEN FAJITA

44-FAJITA DE CARNE $7.99
BEEF FAJITA

45-FAJITA DE CAMARON $9.99
SHRIMP FAJITA

46-FAJITA VEGETARIANA $6.85
VEGETARIAN FAJITA

47-HOLA'S FAJITAS MIX $9.99
HOLA'S FAJITA MIX

ESPECIALES

(SPECIALTIES)

48-PECHUGA DE POLLO A LA PARRILLA $8.99
GRILLED CHICKEN BREAST SERVED WITH RICE & BEANS

49-CHULETON DE RES A LA PARRILLA $10.99
A FAMOUS BROILED XXL BEEF SERVED WITH RICE & BEANS

50-ARRACHERA $11.85
A FAMOUS MEXICAN STEAK SERVED WITH RICE & BEANS

51-FILETE DE PESCADO AL MOJO DE AJO $12.85
GARLIC FISH FILET SERVED WITH SAFFRON RICE

52-PAELLA DE POLLO PARA DOS $15.99
A FAMOUS SPAIN CHICKEN SAFFRON RICE DISH SERVED WITH SALAD FOR TWO,(ALLOW 25 MIN).

53-PAELLA VALENCIANA PARA DOS $18.99
A FAMOUS SPAIN SEAFOOD SAFFRON RICE DISH SERVED WITH SALAD FOR TWO,(ALLOW 25 MIN).

POSTRES

(DESSERT'S)

54-HELADO $2.50
ICE CREAM

55-FLAN $2.50
CARAMEL FLAN

BEBIDAS

(BEVERAGES)

56-SODAS $1.25
SOFT DRINKS (COKE,DIET COKE,DIET COKE CAFFEIN FREE,SPRITE & LEMONADE)

57-CAFÉ Y DESCAFEINADO $1.25
COFFEE & DECAFF.

58-ICED - TEA $1.25

59-LECHE $1.25
MILK

60-AGUA EMBOTELLADA $1.25
BOTTLED WATER

LUNCH SPECIAL

FROM 11:OO AM TO 3:00 P.M.
MONDAY TO FRIDAY

COMBINACIONES

(SERVED WITH RICE AND BEANS)

18-TWO TACOS (GREEN CHICKEN & POTATO)	**$3.89**
19-TWO TACOS (RED CHICKEN & POTATO TACO)	**$3.89**
20-TWO TACOS (GREEN BEEF & RED CHICKEN)	**$4.99**
21-TWO TACOS (RED BEEF & GREEN CHICKEN)	**$4.99**
22-TWO TACOS (BEEF,CARNE ASADA)	**$5.49**
23-THREE TACOS (GROUND BEEF, POTATO & GREEN CHICKEN)	**$5.99**
24-THREE COMBO (TWO CHICKEN FLAUTAS & BEAN TOSTADA) (ROLLED TAQUITOS TOPPED WITH SOUR CREAM,GUACAMOLE,CHEESE,LETTUCE AND TOMATO)	**$5.99**
25-THREE COMBO (TWO CHILES RELLENOS & CHICKEN TAMAL).	**$6.49**
26-THREE COMBO (TWO BEEF CHIMICHANGAS & RED CHICKEN TACO)	**$6.49**
27-THREE COMBO (ONE PORK, ONE CHICKEN & ONE POTATO TACO)	**$6.49**
28-THREE COMBO (TWO BEAN TAMALES WITH ONE CHICKEN TAMAL)	**$5.99**
29-FOUR COMBO (TWO BEEF AND TWO CHICKEN ROLLED TAQUITOS) (ROLLED TAQUITOS TOPPED WITH SOUR CREAM,GUACAMOLE,CHEESE,LETTUCE AND TOMATO)	**$6.49**

BEBIDAS

(FREE REFILL)

30-SODAS SOFT DRINKS (COKE,DIET COKE,DIET COKE CAFFEIN FREE,SPRITE & LEMONADE)	**$1.25**
31-CAFÉ Y DESCAFEINADO COFFEE & DECAFF	**$1.25**
32-ICED-TEA	**$1.25**

POSTRES

(DESSERT'S)

33-ICE CREAM	**$1.99**
34-FLAN CARAMEL FLAN	**$1.99**

LUNCH SPECIAL

FROM 11:OO AM TO 3:00 P.M.
MONDAY TO FRIDAY

TACOS

(SIDE OF BEANS AND RICE FOR $1.25)
(ADD CHEESE $.49)

1-POTATO TACO	$.99
2-CHICKEN TACO (RED OR GREEN SAUCE)	$1.89
3-SHREDDED BEEF TACO (RED OR GREEN SAUCE)	$1.99
4-GROUND BEEF AND POTATO TACO	$1.89
5-CARNE ASADA TACO (BEEF)	$2.59
6-PORK TACO	$1.99

BURRITOS

(SIDE OF BEANS AND RICE FOR $1.25)
(ADD CHEESE $.75)

7-POTATO BURRITO	$1.99
8-CHICKEN BURRITO (RED OR GREEN SAUCE)	$2.99
9-SHREDDED BEEF BURRITO (RED OR GREEN SAUCE)	$2.99
10-GROUND BEEF AND POTATO BURRITO	$2.99
11-CARNE ASADA BURRITO (BEEF)	$3.89
12-BEAN & CHEESE BURRITO	$2.49
13-CHIMICHANGAS (BEEF OR CHICKEN)	$3.65

QUESADILLAS

(SERVED WITH RICE AND BEANS)

	CORN (SMALL)	FLOUR (LARGE)
14-PLAIN (CHEESE QUESADILLA)	$2.99	$3.99
15-CARNE ASADA (BEEF QUESADILLA)	$5.49	$6.49
16-CHICKEN (RED OR GREEN SAUCE)	$4.49	$5.49
17-SHREDDED BEEF (RED OR GREEN SAUCE)	$4.99	$5.99

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12074796

2003 MAY 13 A 10: 38

Issue Date: 7/2/2001

Expiration Date: 3/31/2003

Restaurant

Issued To:
JOSE LUIS GERMAN, Owner

Location:
CARIBBEAN SUPPER CLUB - SABOR LATINO
2515 N SCOTTSDALE RD # 3 &4
SCOTTSDALE, AZ 85257

Mailing Address:
JOSE LUIS GERMAN
CARIBBEAN SUPPER CLUB - SABOR LATINO
2515 N SCOTTSDALE RD # 3 - 4
SCOTTSDALE, AZ 85257

EXP 3/31/2003

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

POST THIS LICENSE IN A CONSPICUOUS PLACE

CITY COUNCIL REPORT

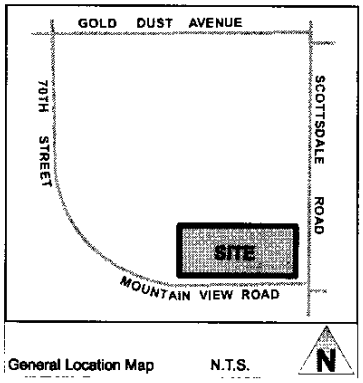
MEETING DATE: July 2, 2003 ITEM NO. 5 GOAL: Preserve Character and Environment

SUBJECT

Beer/Wine Bar Liquor License Request for Homewood Suites Hotel 36-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for the person transfer of a series 7 (beer & wine bar) State liquor license for an existing hotel location.



General Location Map N.T.S.

OWNER

Woodbridge Hospitality, L.L.C.

APPLICANT CONTACT

Lawrence Benjamin
480-368-8705

LOCATION

9880 N. Scottsdale Road

BACKGROUND

This site is zoned R-5 (Multiple-family residential district).
This request is for a person transfer of a series 07 (beer/wine bar) liquor license for an existing hotel location. This request is due to a change in the person responsible for the liquor license. The business name and operation will remain the same.

The distance to the nearest school, Chaparral High School, is 600 ft.
The distance to the nearest church, Scottsdale Bible Church, is 3250 ft.
There are 25 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 07 liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

(Continued)

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03 Date
Deputy City Manager

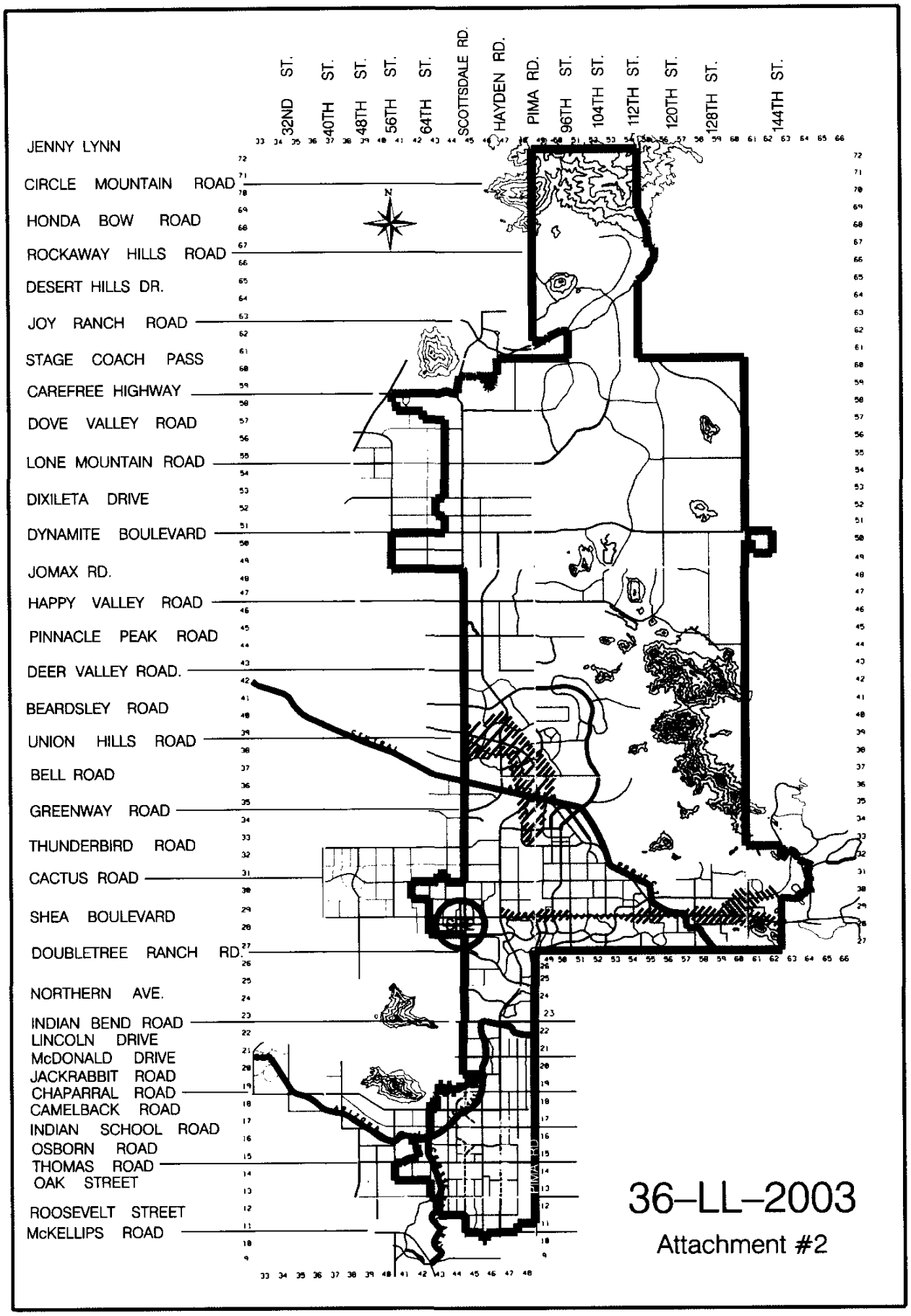
ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application

Homewood Suites Hotel

36-LL-2003

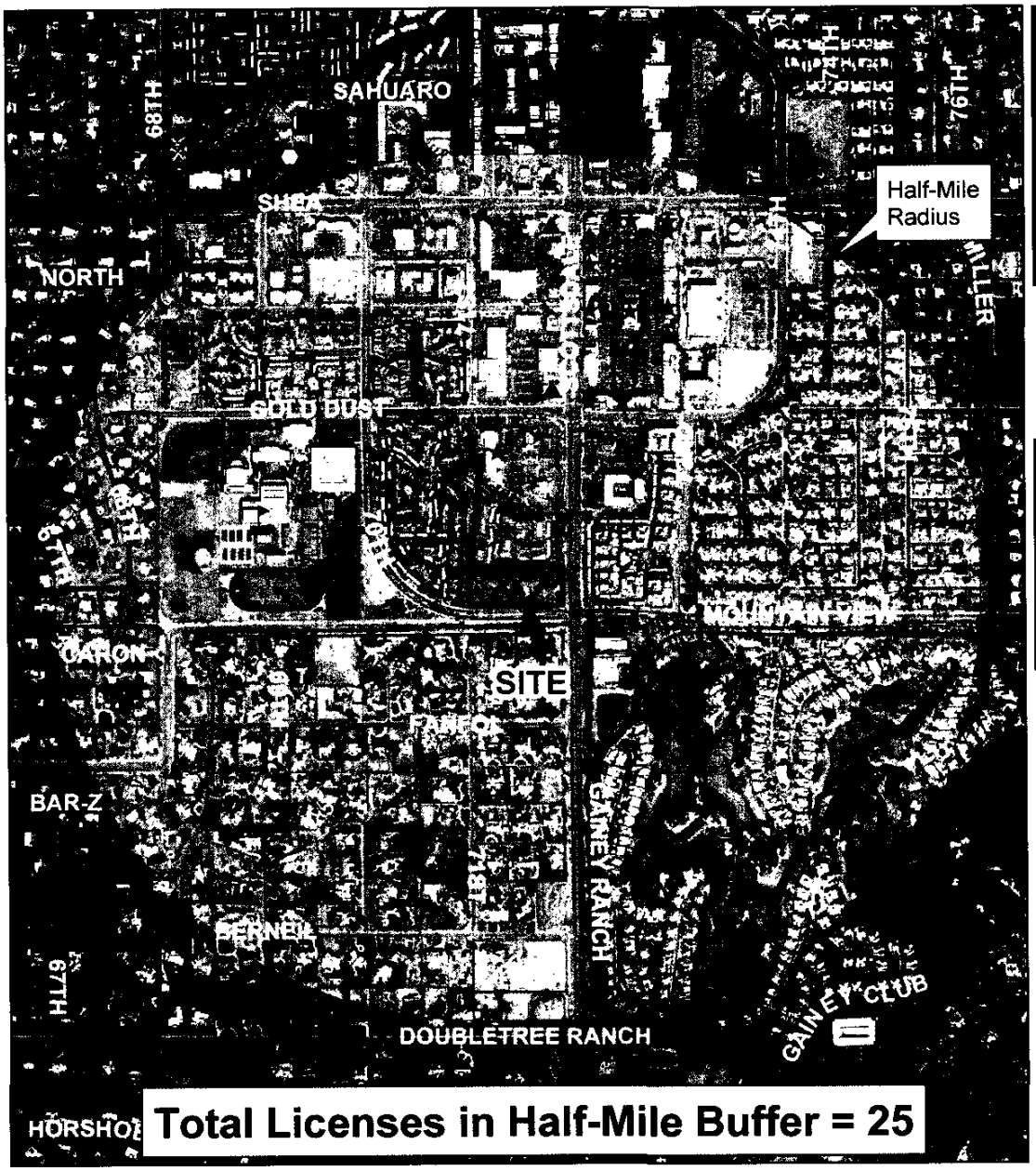
ATTACHMENT #1



36–LL–2003

Attachment #2

[redacted] A Half-Mile [redacted]dale Rd.



0 550 1,100 2,200 Feet

1 inch equals 1,067.92 feet

Liquor License Count Within Half-Mile Radius by Series

- ★ 4 - Bar
- ▲ 3 - Beer/Wine Bar
- ★ 2 - Liquor Store
- ▲ 4 - Beer/Wine Store
- ★ 12 - Restaurant

Legend

- Public School
- Private School
- Faith Communities

N W E S

36-LL-2003

Attachment #3

Planning & Development Services

liquor licenses.mxd
Printed 5/20/03
Created By: Brian Hancock
Source: City of Scottsdale

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

RECEIVED

MAY 1 [illegible] 2003

CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

36-LL-2003

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.

AMENDMENT

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Sections 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

- ☐ L.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 _____

2003 MAY 13 AM 8:50 DLLC

SECTION 3 Type of license and fees: **LICENSE #:** 07070630

1. Type of License: _____ 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section) 41005905

1. Applicant/Agent's Name: Mr. Ms. BENJAMIN (Last) LAWRENCE (First) JAX (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: WOODBRIDGE Hospitality, LLC B1029018
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Homewood Suites Hotel B1019222
(Exactly as it appears on the exterior of premises)
4. Business Address: 9880 N Scottsdale Rd (Do not use PO Box Number) Scottsdale (City) MARICOPA (COUNTY) 85253 (Zip)
5. Business Phone: (480) 368 8785 Residence Phone [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: [redacted] City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: L Rueda Date: 5/13/03 Lic. # 07070630

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100-	100-			48-	248-

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

MEMORANDUM

[redacted]

[redacted]

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

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:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☒ PERSON TRANSFER (~~Bars & Liquor Stores~~ ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 07070630

1. Type of License: Beer Wine Bar #7 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Khanguta (Last) Jasbir (First) _____ (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Woodbridge Hospitality, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Homewood Suites Hotel
(Exactly as it appears on the exterior of premises)
4. Business Address: 9880 N. Scottsdale Rd (Do not use PO Box Number) Scottsdale (City) Maricopa (COUNTY) 85253 (Zip)
5. Business Phone: (480) 368 8705 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: [redacted] (City) (State) (Zip)
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: _____ Date: _____ Lic. # _____

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $ _____ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. 07070630
4. Is the license currently in use? ☑ YES ☐ NO If no, how long has it been out of use? _____

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

I, Patricia A. Martin (Print full name), declare that I am the CURRENT O WNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X Patricia A. Martin (Signature)

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this 3 (Day of Month) day of March (Month), 2003 (Year)

My commission expires on: _____

OFFICIAL SEAL
MIRANDA MORIN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires April 10, 2004

Miranda Morin Bustamante (Signature of NOTARY PUBLIC)

Miranda Morin

SECTION 6 Individual or Partnership Owners:

2003 MAR 13 A 9:50 LC

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]			%		
☐ ☐	[redacted]			%	[redacted]	
☐ ☐				%		
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: Woodbridge Hospitality LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: 1/3/03 State where Incorporated /Organized: Arizona

3. AZ Corporation Commission File No.: L-1057518-8 Date authorized to do business in AZ: 1-03-03

4. AZ L.L.C. File No: _____ Date authori zed to do business in AZ: 1-03-03

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Khangura	Jasbir	S	President	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Khangura	Jasbir	S	100 %	[redacted]	
			%		
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer /members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: Martin Patricia Ann Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: Promus Hotel Services Inc, Owner
(Exactly as it appears on license)

3. Current Business Name: Homewood Suites Hotel

4. Current Business Address: 9880 N. Scottsdale Rd. Scottsdale AZ 85253

5. License Type: #07 License Number: 07070630 Last Renewal Date: _____

6. Current Mailing Address (other than business): N/A Hilton Hotels Corp
9336 Civic Center Dr, Beverly Hills CA 90210

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☑ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☑ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, Patricia A. Martin, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X Patricia A. Martin
(Signature of CURRENT LICENSEE)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 3rd day of March 2003
Day of Month Month Year

My commission expires on: _____

OFFICIAL SEAL
MIRANDA MORIN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires April 10, 2004

Miranda Morin Bustamante
(Signature of NOTARY PUBLIC)
Miranda Morin

2003 MAY 13 AM 11:50 DLLC

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 and Address: _____
(Exactly as it appears on license)

2. New Business Name and Address: _____
(Do not use PO Box Number)

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

2009 MAY 13 A 10:55 DLLC

SECTION 13 Questions for all ~~in-state~~ applicants:

1. Distance to nearest school: 600 ft (1.1 miles) Name/Address of school: CHAPARRAL HIGH SCHOOL 6935 E. Gold Dust Avenue, Scottsdale AZ 85253
(Regardless of distance)

2. Distance to nearest church: ~~1.5 miles~~ Name/Address of church: NORTH SCOTTSDALE UMC 11735 NORTH SCOTTSDALE ROAD Scottsdale AZ 85253
(Regardless of distance)

3. I am the: ☐ LESSEE ☐ SUBLESSEE ☐ OWNER ☑ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: _____

4a. Monthly rental/lease rate $ _____. What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 6,550,000

Does any one creditor represent more than 10% of that sum? ☐ YES ☑ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Hotel.

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 # 07070630 (Exactly as it appears on license) Name PATRICIA ANN MARTIN, Agent.
PROMUS Hotel Services, Inc, owner

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☑ YES ☐ NO If yes, give licensee's name:

   MARTIN (Last) PATRICIA (First) ANN (Middle) and license #: 07070630

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. Section 4-203.01; and complete Section 5 of this application .

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☐ YES ☐ NO

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

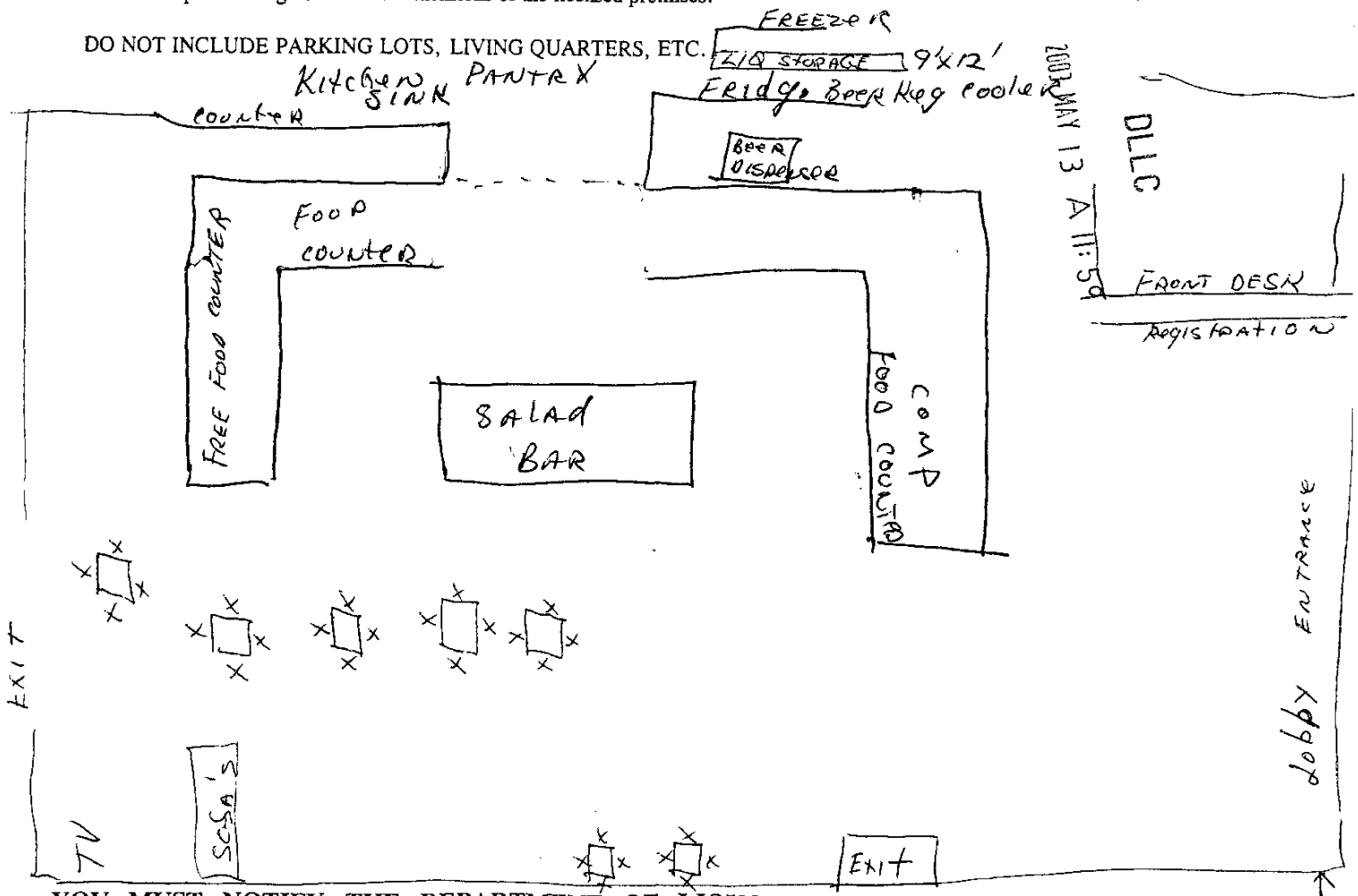
1. Check **ALL** boxes that apply to your licensed premises:

   ☑ Entrances/Exits ☑ Liquor storage areas
   ☐ Drive-in windows ☑ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dini ng facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

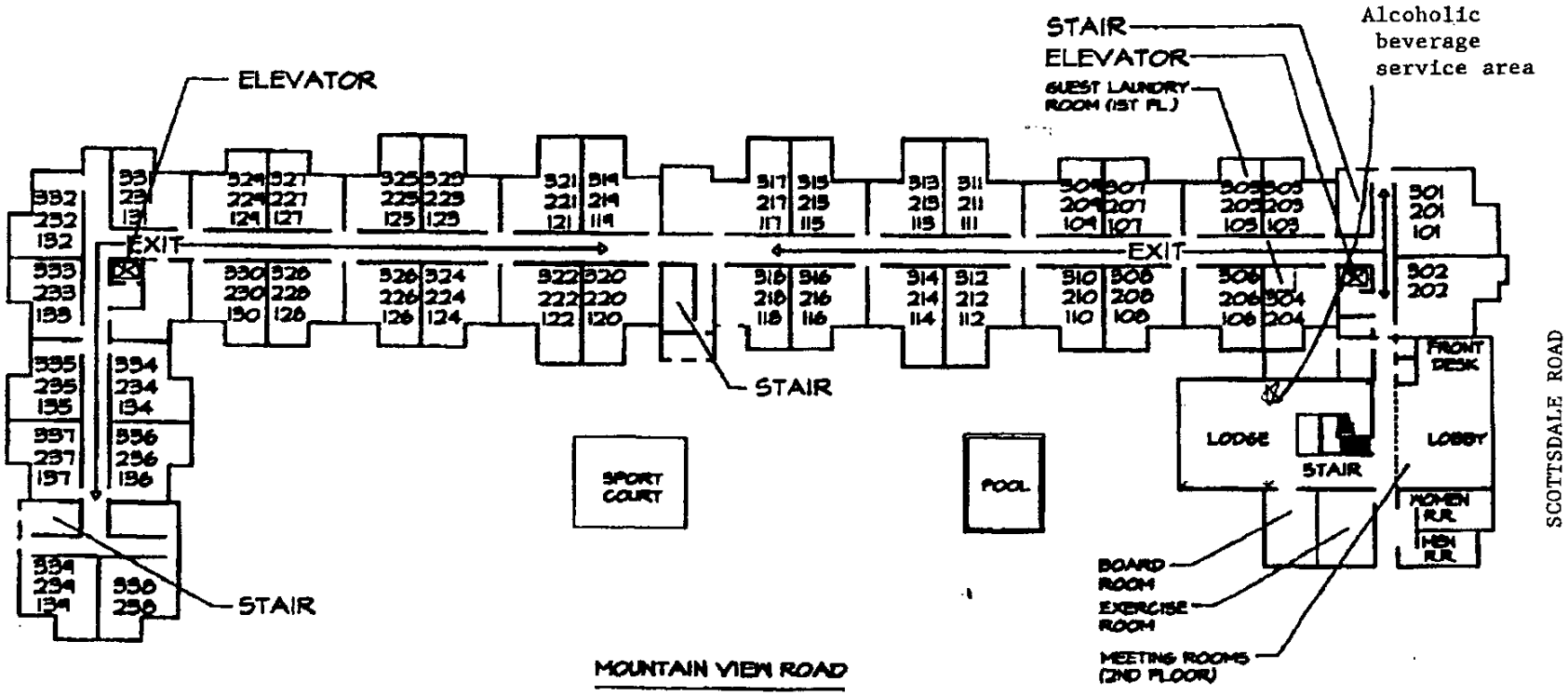
DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

Bldg walls

HOMEWOOD SUITES HOTEL
9880 North Scottsdale Road



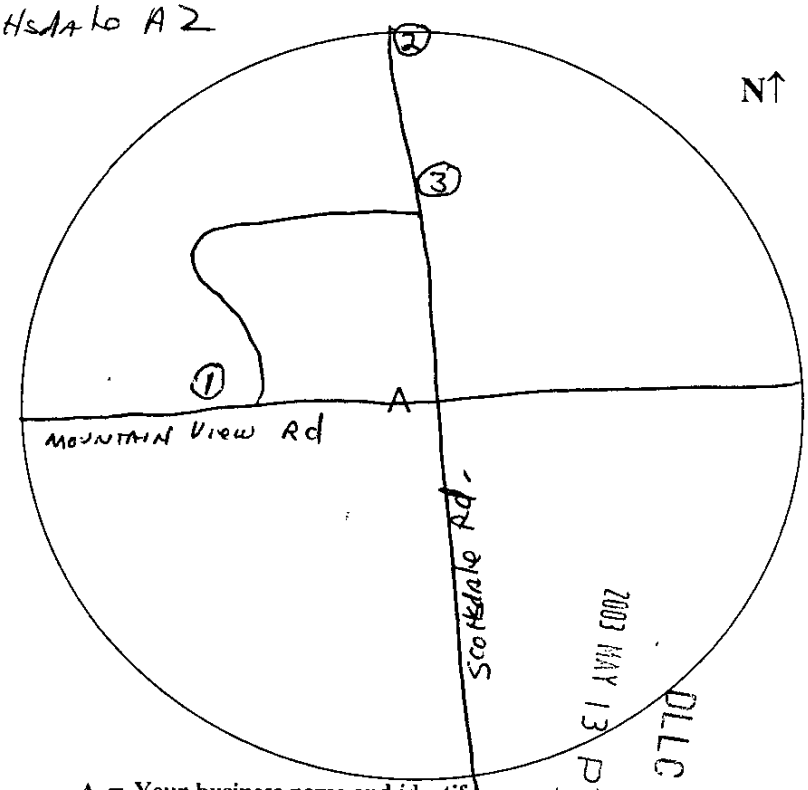
DLLC
2003 MAY 13 P 12:00

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor out lets within a one half mile radius of your proposed location.

1. CHAPPARRAL High School, Scottsdale AZ
2. North Scottsdale UMC
3. Drinkwaters Liquor & Cheese
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

2003 MAY 13 P 2:00 DLLC

SECTION 17 **Signature Block:**

I, JASBIR S. KHAMURA, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm , or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in th e past five (5) years.

X _____
(Signature)

My commission expires on _____

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct. 15, 2006

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13 day of May, 2003.
Day of Month Month Year

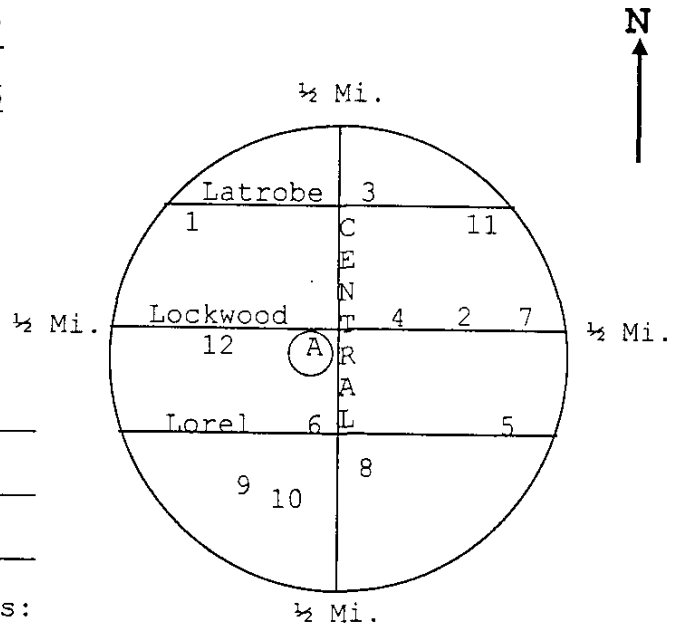
Darlene M Rinehart
(Signature of NOTARY PUBLIC)

SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

A = Applicant	Series 12
01 Pink Elephants	Series 06
02 Mama's Rest.	Series 12
03 Corner Liquors	Series 09
04 Joe's Groceries	Series 10
05 Lions Club	Series 14
06 Burgers R Us	Series 07
07 Pizza Perfect	Series 07
08 Billy Bobs Bar	Series 06
09 St. Anthonys Church	
10 St. Anthonys School	
11 Burbank Middle School	
12 First United Baptist Church	
13	
14	
15	



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read Carefully, this instrument is a sworn document. Type or print with black ink
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 07070630
(If the location is currently licensed)

1. Check appropriate box →
☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☒ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: BENJAMIN (Last) LAWRENCE (First) JAX (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Pittsfield (City) IL (State) Country (not county) Height: 5'9" Weight: 195 Eyes: BRN Hair: S/P

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: BENJAMIN (Last) JOYCE (First) L (Middle) _____ (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: Feb 1986

8. Telephone number to contact you during business hours for any questions regarding this document. ([redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Homewood Suites Hotel Premises Phone: (480) 368-8705

11. Licensed Premises Address: 9880 N Scottsdale (Street Address) AZ (Do not use PO Box #) Scottsdale (City) MARICOPA (County) 85253 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
6-1999	CURRENT	President Hotel Mgmt Coy.	American Hospitality LLC 6529 E Paradise Dr Scottsdale AZ 85254
4-1981	5-1999	Vice President Hotel Mgmt	Summit Hotel Mgmt PO Box 33457 Indialantic, Fl 32903

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
9,1987	CURRENT	OWN	[redacted]	[redacted]		

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 6, answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

[redacted] Are you NOW or have you EVER held ownership, been a controlling person , been an officer, member, director, or manager on *any other liquor license* in this or any other state? [redacted] ☒ YES ☐ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

[redacted] Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☒ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? [redacted] ☒ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Lawrence J Benjamin, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Lawrence J Benjamin
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 13 day of May 2003.
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct 15, 2005

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day of Month Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] State of [redacted] County of _____
The foregoing instrument was acknowledged before me this

X _____
(Signature of LICENSEE/AGENT)

_____ day of _____, _____
Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

#20

I WAS MANAGEMENT AGENT FOR Following

Lic #'s Number			
11031000	Holiday INN Flagstaff	04/10/92	to 5/31/97
11070057	HUMPHREYS Rest + Lounge	04/10/92	to 3/31/97
11071001	Holiday INN AIRPORT EAST	06/87	to 3/31/96
11080013	BEST VALUE INN	06/-07/01	7/31/02
11101003	INN Suites	10/15/95	to 9/30/97
11103026	VAGABOND Plaza Hotel	10/30/2000	to 9/30/2001
111 30009	WICKENBURG INN	7/01/1994	to 8/31/199
12033120	Doc Holiday Steakhouse	11/01/20	to 5/31/200

LAWRENCE JAY BENJAMIN

LJ Benjamin

2007 MAY 13 P 12:00

DLLC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6862)

Liquor License # 07070630 (If the location is currently licensed)
P104221

1. Check appropriate box → ☑ Owner ☐ Partner ☐ Stockholder ☑ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: KHANGURA (Last) JASBIR (First) SINGH (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: ENGLAND (City) UK (State) BIRMINGHAM (Country (not county)) Height: 5·8 Weight: 180 Eyes: BROWN Hair: BLACK

5. Marital Status ☐ Single ☑ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: KHANGURA (Last) SARBJIT (First) (Middle) (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1989

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: HOMEWOOD SUITES BY HILTON Premises Phone: (480) 368 8705

11. Licensed Premises Address: 9880 N SCOTTSDALE (Street Address (Do not use PO Box #)) AZ (City) (County) 85253 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
SEP 2001	CURRENT	OWNER	SANTE FE HOSPITALY DBA HOLIDAY INN 10150 NORTH ORACLE RD ORO VALLEY AZ 85737
JAN 11TH 1989	DEC 17TH 2002	MEMBER	NEW DELHI PALACE 6751 E BROADWAY TUCSON AZ 85710

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
APRIL 2003	CURRENT	O	[redacted]	[redacted]		
			ORO VALLEY AZ			
JAN 11 1989		AUG 17 2002 R	436 N BAHAMA DR TUCSON AZ 85710			

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** DISMISSED NO CONVICTION ☑YES ☐NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☑NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☑NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved [redacted] ***misrepresentation of a business, professional or liquor license***? ☐YES ☑NO

20. Are you **NOW** or have you **EVER** [redacted] been a controlling pers[redacted] director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☑NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] **anager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24**

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☑NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☑ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, JASBIR SINGH KHANGURA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 13 day of May 2008
Day of Month Month Year

OFFICIAL SEAL
DARLENE M. RINEHART
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Oct. 15, 2008

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

My commission expires on _____
Day of Month Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as m[redacted]ager for the named liquor license [redacted]

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____
(Signature of LICENSEE/AGENT)

_____ day of _____, _____
Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

13. 5. 2003

#15 STOPPED IN CASA GRANDE BY THE ~~[illegible]~~ POLICE. AND TOOK ME IN FOR DUI. THEN LATER WAS DROPPED BY THE COURT. THIS HAPPENED IN 1994 NOVEMBER APPROXLEY.

DLLC
2003 MAY 13 P 12:00

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into this 14th day of February, 2003, by and among PROMUS HOTEL SERVICES, INC., a Delaware corporation ("**Permit Holder**") , WOODBRIGE HOSPITALITY, L.L.C., an Arizona limited liability company ("**Owner**") and AMERICAN HOSPITALITY, INC. ("**Manager**").

WITNESSETH:

WHEREAS, Hilton Hospitality, L.L.C., a Nevada corporation ("**Prior Owner**") was the owner of that certain hotel property known as the Homewood Suites Scottsdale, located at 9880 North Scottsdale Road, Scottsdale, Arizona 85253 the ("**Hotel**") and Prior Owner has transferred the Hotel to Owner as the date hereof (the "**Closing Date**");

WHEREAS, Permit Holder currently holds the alcoholic beverage licenses (collectively, the "**Permits**") in effect with respect to the Hotel;

WHEREAS, in connection with said transfer of the Hotel, the parties hereto desire that Permit Holder transfer the Permits to (or assist in causing a new Permit be issued to) Owner and/or, if required pursuant to the Approvals (as hereinafter defined), Manager ("**Permit Transferee**");

WHEREAS, the parties hereto acknowledge that the transfer or issuance of a new Permit to Permit Transferee will require certain municipal or state government permits, licenses or approvals (the "**Approvals**") and that the Approvals will not be received until after the Closing Date;

WHEREAS, until the earlier of April 15, 2003 or such time as the Approvals are granted and the Permit is transferred or a new Permit, temporary or otherwise, is issued to Permit Transferee and actually become effective (the "**Transfer Date**"), the parties hereto desire that Permit Holder continue to hold the Permit and cooperate with Owner and Manager after the Closing Date in keeping open the facilities serving alcoholic beverages under said Permit at the Hotel.

1. Permit Holder hereby hires Manager to manage its business as it relates to the use of Owner's Permit used at the Hotel. Said management responsibility shall be for a term commencing on the date hereof and terminating on the Transfer Date. Said right and authority to manage shall include specifically the concomitant duty to purchase inventory of alcoholic beverages and supplies for the duration of the term of this Agreement; to employ, hire or discharge, and pay Assignee's employee's necessary to conduct said business; to receive and make an accounting of all income during said period and to pay all operating expenses accruing on and after this date for the duration of the term of this Agreement; to serve alcoholic beverages to customers at the Hotel in the same manner and for the same hours as Permit Holder did prior to the Closing Date.

2. Manager shall manage said business: (a) to maintain its good name and reputation; (b) to discharge any patronage that would be detrimental to the good name and reputation of said

business; and (c) to keep the premises in a clean, safe and sanitary condition in compliance with all applicable laws, ordinances, rules and regulations.

3. During the course of its employment, Manager shall perform its duties and cause its employees and agents to obey the laws of the State of and its political subdivisions regarding alcoholic beverage control, and otherwise, so the Owner's business will be operated in strict observance of the laws of the governmental districts in which the Hotel is located.

4. Manager shall maintain all vendor licenses, and other permits and licenses necessary to operate the business and shall cause timely renewals thereof, together with the payment of the renewal fees thereof.

5. Manager shall keep the business open for business only for such hours as are permitted by the laws of the State of Arizona and any political subdivisions thereof.

6. In any violation of the law, caused by act or acts of Manager or Owner or other personnel or employees of Manager or Owner, guests, customers or agents, occur at the premises or thereabouts, which result in suspension or revocation proceedings by the Department of Alcohol and Tobacco Control or applicable Arizona municipal or state agency against Permit Holder, then Manager and Owner shall jointly pay all loss, damage, cost and expense including attorneys fees, which Permit Hotel sustains by reason of such proceedings. Manager shall cooperate with Permit Holder to carry on any appeals to restore such Permits to good standing if Permit Holder decides to appeal the same and shall indemnify Permit Holder for any costs of expenses in connection therewith, including attorneys fees. If such proceedings before the Division of Alcoholic Beverage and Tobacco or applicable Arizona municipal or state agency result in suspension of said permits for a period of more than ten (10) days, then this Agreement may at Permit Holder's option be terminated by Permit Holder upon written notice to Manager.

7. Manager shall obtain its own policies of public liability and dram shop liability with respect to the Hotel which shall be effective commencing as of even date herewith for the duration for the term of this Agreement, and which shall name Owner, Permit Holder and Manager as their interests may appear.

8. Manager shall not assign its rights in and to this Agreement, without the consent of the Permit Holder, excluding any collateral assignment to any lender of Owner or Manager.

9. Owner and Manager hereby agree to indemnify, defend and hold harmless Permit Holder for any loss, cost or expense arising out of any activities relating to management of the Permits or any operations utilizing or pursuant to the Permits.

10. As for compensation to be paid to Manager, Permit Holder shall pay a sum equal to the net profits resulting from the sale of alcoholic beverages from the Hotel. Permit Holder shall have no responsibility for any losses incurred by Manager or Owner.

11. This agreement shall be binding upon and insure to the benefit of Owner, Permit Holder and Manager, and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

OWNER: **WOODBRIDGE HOSPITALITY, L.L.C.,**
an Arizona limited liability company

By: _____
Name: JASBIR KHANGURA
Title: OWNER

PERMIT HOLDER: **PROMUS HOTEL SERVICES, INC.,**
a Delaware corporation

By: _____
Name: Mariel A. Joliet
Title: Senior Vice President

MANAGER: **AMERICAN HOSPITALITY, INC.,**
a NEVADA corporation

By: _____
Name: L. J. BENJAMIN
Title: PRESIDENT

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 07070630

2003 MAY 13 P 12:00

DLLC

Issue Date: 11/5/1997

Expiration Date: 2/29/2004

Beer & Wine Bar

Issued To:
PATRICIA ANN MARTIN, Agent
PROMUS HOTEL SERVICES INC, Owner

Location:
HOMEWOOD SUITES HOTEL
9880 N SCOTTSDALE RD
SCOTTSDALE, AZ 85253

Mailing Address:
PATRICIA ANN MARTIN
PROMUS HOTEL SERVICES INC
HOMEWOOD SUITES HOTEL
9336 CIVIC CENTER DR
ATTN/ BRITTA BARTS
BEVERLY HILLS, CA 90210

EXP 2/29/2004

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

POST THIS LICENSE IN A CONSPICUOUS PLACE

CITY COUNCIL REPORT

MEETING DATE: July 2, 2003 ITEM NO. 6 GOAL: Preserve Character and Environment

SUBJECT

Restaurant Liquor License Request for D'atri's at the Scottsdale Airport
37-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing restaurant location. This request is due to a change in ownership of the business.

OWNER

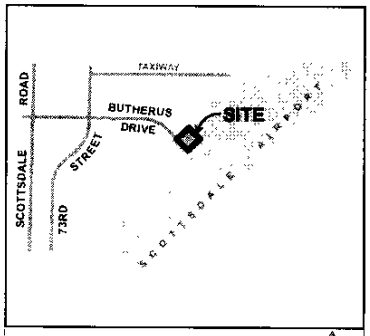
Blue Fig, LLC

APPLICANT CONTACT

Lan-Vi Tran
480-948-8585

LOCATION

15000 N. Airport Drive



General Location Map N.T.S. N

BACKGROUND

This site is zoned I-1 (Industrial Park District).

This request is for a new series 12 (restaurant) liquor license for an existing establishment currently operating with a series 12 license. This request is due to a change in the ownership of the business. The establishment will continue to operate under the same business name.

The distance to the nearest school, Sonoran Sky, is 6400 ft.
The distance to the nearest church, Thunderbird Adventist, is 4400 ft.
There are 4 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 (restaurant) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

(Continued)

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

Development Information. This establishment is 416 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.
Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

6/17/03
Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03
Ed Gawf — Date
Deputy City Manager

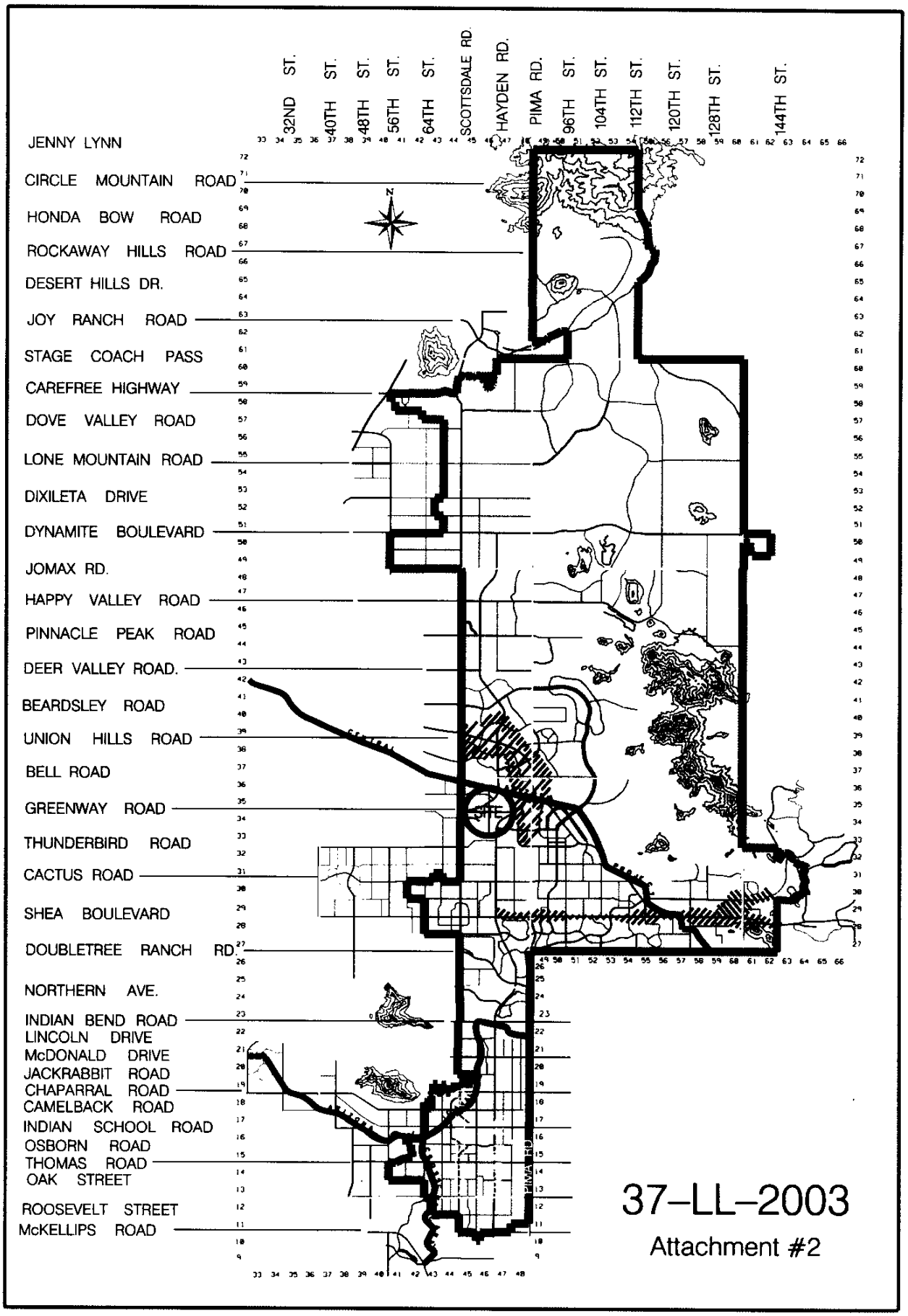
ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application

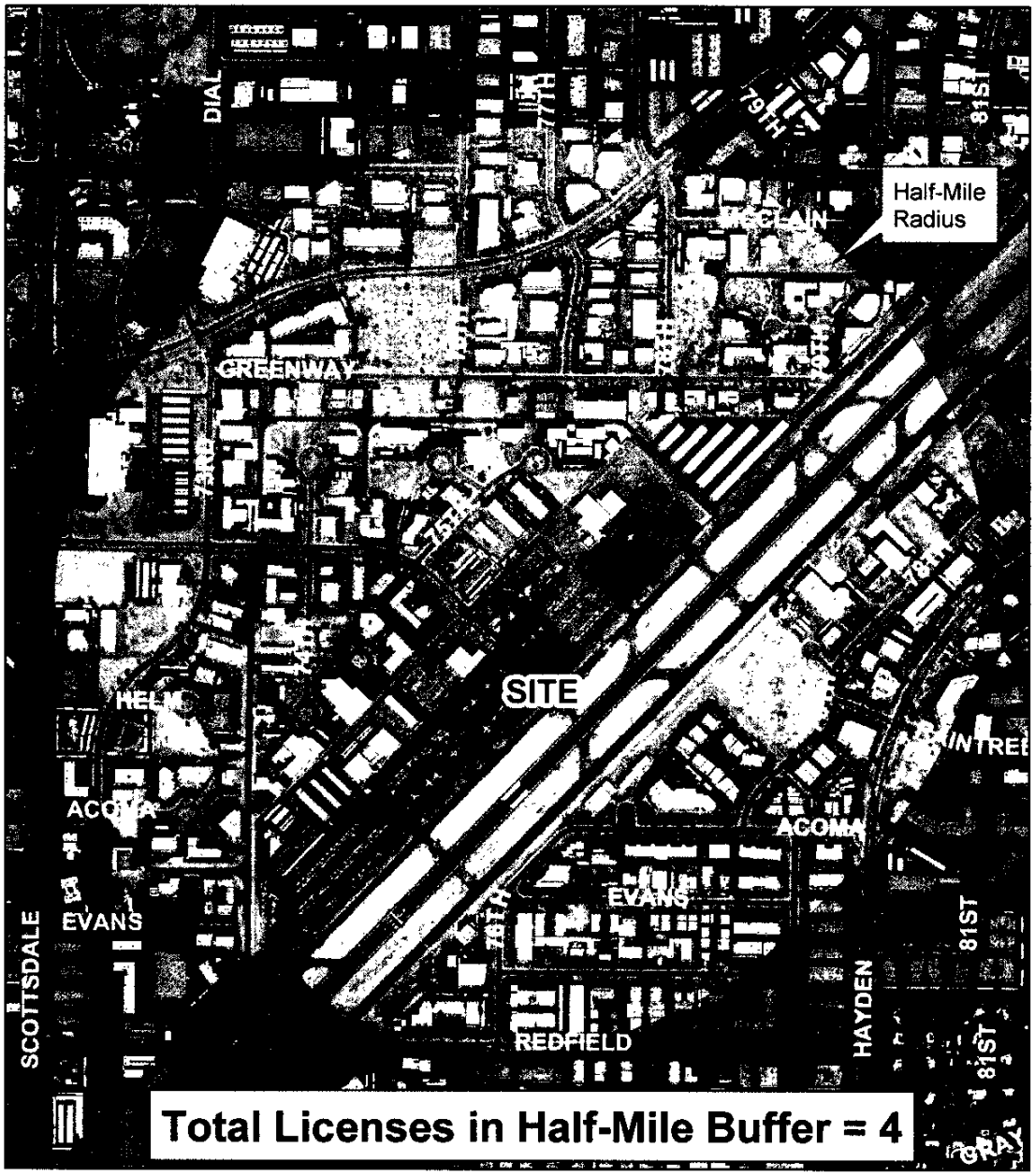
D'atri's at the Scottsdale Airport

37-LL-2003

ATTACHMENT #1


32ND ST.
40TH ST.
48TH ST.
56TH ST.
64TH ST.
SCOTTSDALE RD.
HAYDEN RD.
PIMA RD.
96TH ST.
104TH ST.
112TH ST.
120TH ST.
128TH ST.
144TH ST.
JENNY LYNN
CIRCLE MOUNTAIN ROAD
HONDA BOW ROAD
ROCKAWAY HILLS ROAD
DESERT HILLS DR.
JOY RANCH ROAD
STAGE COACH PASS
CAREFREE HIGHWAY
DOVE VALLEY ROAD
LONE MOUNTAIN ROAD
DIXILETA DRIVE
DYNAMITE BOULEVARD
JOMAX RD.
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
DEER VALLEY ROAD.
BEARDSLEY ROAD
UNION HILLS ROAD
BELL ROAD
GREENWAY ROAD
THUNDERBIRD ROAD
CACTUS ROAD
SHEA BOULEVARD
DOUBLETREE RANCH RD.
NORTHERN AVE.
INDIAN BEND ROAD
LINCOLN DRIVE
McDONALD DRIVE
JACKRABBIT ROAD
CHAPARRAL ROAD
CAMELBACK ROAD
INDIAN SCHOOL ROAD
OSBORN ROAD
THOMAS ROAD
OAK STREET
ROOSEVELT STREET
McKELLIPS ROAD
SITE
37-LL-2003
Attachment #2

[redacted] Half-Mile [redacted] Dr.



0 550 1,100 2,200 Feet

1 inch equals 1,075.20 feet

Liquor License Count Within Half-Mile Radius by Series

- ■ 1 - Hotel-Motel
- ★ 3 - Restaurant

Legend

- Public School
- Private School
- Faith Communities

N W E S

liquor licenses.mxd
Printed 5/20/03
Created By: Brian Hancock
Source: City of Scottsdale

37-LL-2003

Attachment #3

Planning & Development Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

37-LL-2003 **APPLICATION FOR LIQUOR LICENSE** LLC

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:

- ☑ INTERIM PERMIT *Complete Section 5*
- ☑ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 12075507

1. Type of License: # 12
2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. TRAN (Last) CAN-VI (First) THI (Middle)
(Insert one name ONLY to appear on license)
2. Corp. [redacted] BLUE FIG LLC B1028966
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. [redacted] D'atri's at the Scottsdale Airport
(Exactly as it appears on the exterior of premises)
4. Business Address: 15000 N. Airport Drive, Scottsdale, AZ, Maricopa
(Do not use PO Box Number) City
5. Business Phone: (480) 948 8585 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: [redacted]
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ 0 0 (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: [illegible] Date: 5/1/03 Lic. # 12075507

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100	100			48	248

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. DLLC 2003 MAY 12 07:44:53 22
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

I, JAN D'ATRI, MANAGING Member, (Print full name) declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X [signature] (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this _____ day of _____, _____.
Day of Month Month Year

My commission expires on: [signature] (Signature of NOTARY PUBLIC)

OFFICIAL SEAL
V. LA RITCHIE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires March 10, 2006

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
TRAN	LAN-VI	T	100%	[redacted]	

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]					
☐ ☐	[redacted]					
☐ ☐						
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

DLLC

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

2003 MAY -1

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: BLUE FIO LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: Dec. 27/2002 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-1055325-4 Date authorized to do business in AZ: Dec. 27 2002

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Tran	Lan-vi	THI	owner	[redacted]	
Fairchild	William	D	owner	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Lan-vi	Tran	THI	50%	~~88~~	
William	Fairchild		50%	Same as above	
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARAT[redacted]ACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SE[redacted]

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: D'atri Jan Entity: Indiv.
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: MMMM LLC
(Exactly as it appears on license)

3. Current Business Name: D'atri's at Scottsdale Airport
(Exactly as it appears on license)

4. Current Business Address: 15000 N. Airport Drive

5. License Type: 7/12 License Number: 1207-4522 Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

DLLC

1. Current Business Name and Address: (Exactly as it appears on license)

2003 MAY -1 P 4:44

2. New Business Name and Address: (Do not use PO Box Number)

3. License Type: ~~#9~~ License Number: ~~07070633~~ Last Renewal Date:

4. What date do you plan to move? What date do you plan to open?

SECTION 13 Questions for all in-state applicants

1. Distance to nearest school: ~~4 Miles~~ 2.25 miles ft. (Regardless of distance) Name/Address of school: Chaparral High School 6955 E. Gold Dust Ave, Scottsdale 85260

2. Distance to nearest church: ~~5 miles~~ 2 miles ft. (Regardless of distance) Name/Address of church: Scottsdale Bible Church 7601 E. Shea Blvd. Scottsdale 85260

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: John Petta 7721 Via De Fonda Scottsdale AZ

4a. Monthly rental/lease rate $ 71. or $800.00 minimum. What is the remaining length of the lease? 7 yrs. mos.

4b. What is the penalty if the lease is not fulfilled? $ loose lease in 90 days. or other (give details, attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ $90,000.00

Does any one creditor represent more than 10% of that sum? ☒ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip
Zions Small Business Finance			[redacted]				
			100	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Cappucino/Expresso bar

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 # ~~12074532~~ ~~07070633~~ 12074 5252 (UVT) (Exactly as it appears on license) Name Jan D D'Atri

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name: D'atri Jan D and license #: 12074522
   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. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☒ YES ☐ NO

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

1. Check ALL boxes that apply to your licensed premises:

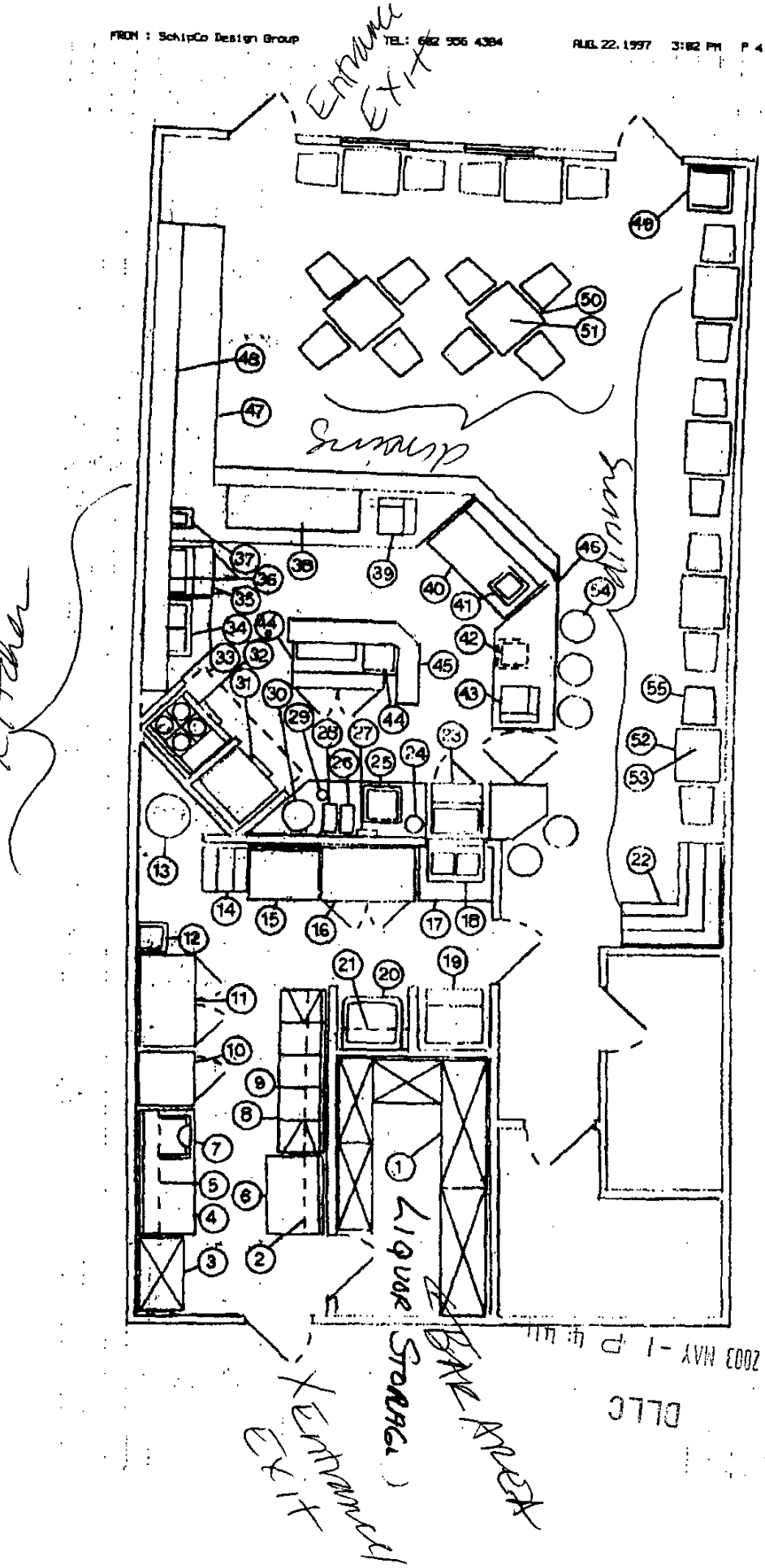
   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises. 16' X 26'

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

[redacted]

YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.



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DLLC

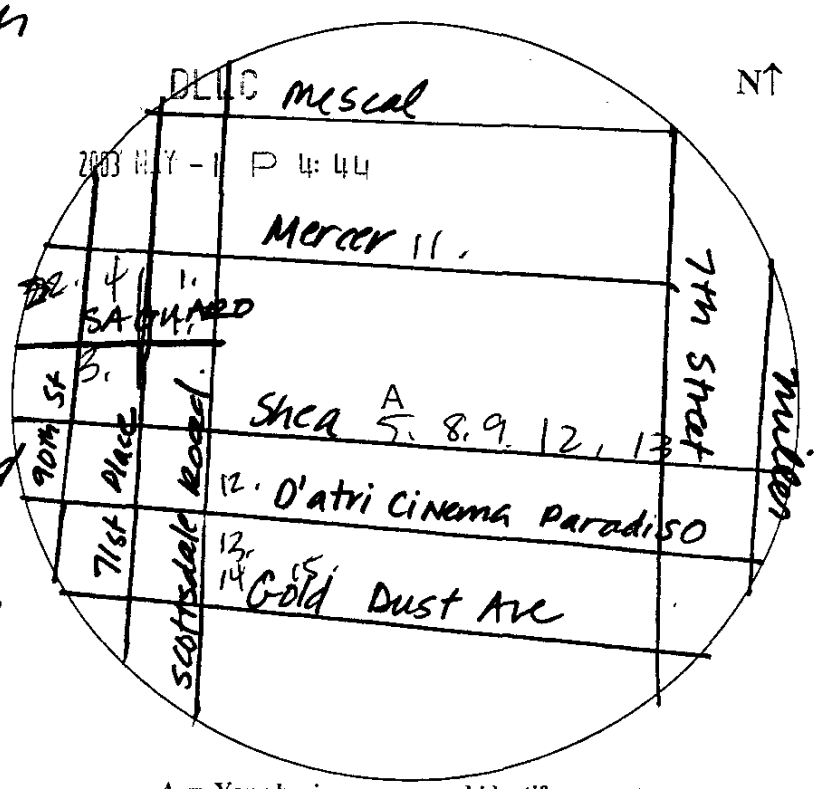
Numbers are for restaurant records

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. Scottsdale Bible Church
2. Fry's Grocery
3. Ruby Tuesday
4. Blue Burrito
5. Sakura of Japan
6. Conzymel's Grill
7. Safeway
8. Osco Drug
9. Guido's Deli
10. Top Shelf Mexican Food
11. Carvers
12. Lone Star Cafe
13. Macayo's Restaurant
14. Pizza Fairo's
15. Bobby McBee's

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, Lan-Vi Tran, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders have been convicted of a felony in the past five (5) years.

(Print name of APPLICANT/AGENT listed in Section 4 Question 1)

x Lan Vi Tran
(Signature)

KERRI BOWN
Notary Public - Arizona
Maricopa County
My Commission Expires
March 1, 2007

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 21 day of April, 2003
Day of Month Month Year

My commission expires on: 3/1/2007

(Signature of NOTARY PUBLIC)

SAMPLE
GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

A = Applicant Series 12

01 Pink Elephants Series 06

02 Mama's Rest. Series 12

03 Corner Liquors Series 09

04 Joe's Groceries Series 10

05 Lions Club Series 14

06 Burgers R Us Series 07

07 Pizza Perfect Series 07

08 Billy Bobs Bar Series 06

09 St. Anthonys Church

10 St. Anthonys School

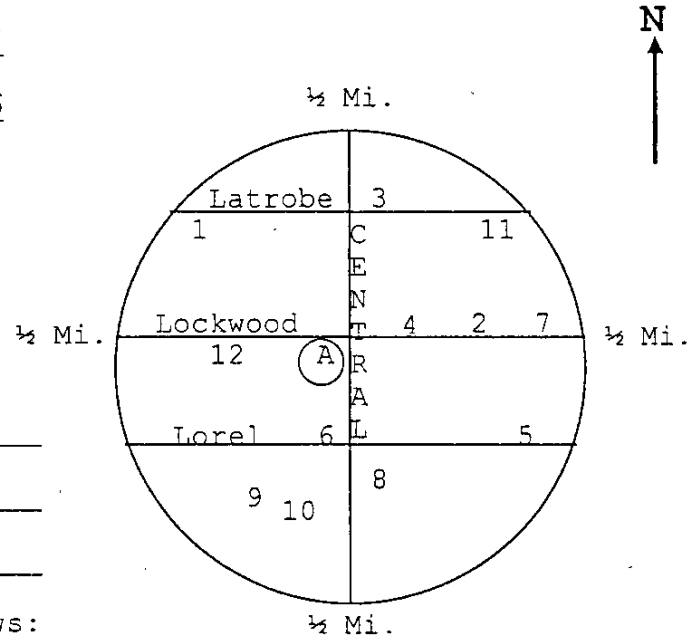
11 Burbank Middle School

12 First United Baptist Church

13

14

15



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully, this instrument is a sworn document. Type or print with black ink

An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075507 D1044145 (If the location is currently licensed)

1. Check appropriate box → ☒ Owner ☐ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: TRAN (Last) LAN-VI (First) THI (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License: [redacted] State: AZ

4. Place of Birth: Saigon (City), Vietnam (State) Country (not county) Height: 5' 3" Weight: 115 Eyes: BROWN Hair: BROWN

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: Fairchild (Last) William (First) Douglas (Middle) _____ (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 5/5/2001

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: D'atn's at the Scottsdale Airport Premises Phone: (480) 948 8585

11. Licensed Premises Address: 15000 N. Airport Drive (Street Address) (Do not use PO Box #), Scottsdale (City), Maricopa (County) Zip 85260

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
Sept/2002	CURRENT	unemployed	5158 E Cave Creek Rd 288 Phoenix AZ 85331
Sept/2001	Sept 2002	Program Coordinator	Maricopa County Bar Assoc. 303 East Palm Lane
1999	2001	Exhibits Manager	Oxford Univ. Press 198 Madison Ave NY NY 10016

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
Nov. 2001	CURRENT	Own	[redacted]			
Aug 1999	Nov 2001		1601 3rd Ave Apt 4SW	NYC	NY	10128
May 2001	1992		580 Zink Ave			
			Santa Barbara Ca 93111			

LIC 0101 10/2001

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day?_____, answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

DLLC
2003 MAY -1 P 4:44

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which [redacted] *representation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person, been an [redacted] director, or manager on *any* [redacted] other state? ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] contract or agreement between you and the licensee relating to the operation or management of this business?
☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Lan-Vi Thi Tran, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Lan Tran
(Signature of Applicant)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this
21 day of April 2003
Day of Month Month

My commission expires on: 1 Mar 2007
Day of Month Month Year

Kim Bond
(Signature of NOTARY PUBLIC)

KERRI DOWN
Notary Public - Arizona
Maricopa County
My Commission Expires
March 1, 2007

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Last Middle First

Hereby authorize the applicant to [redacted]

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on:_____ _____
Day of Month Month Year (Signature of NOTARY PUBLIC)

DLLC

2003 MAY -1 P 4:33

The Secretary of State
of the United States of America
hereby requests all whom it may concern to permit the citizen/
national of the United States named herein to pass
without delay or hindrance and in case of need to
give all lawful aid and protection.

Le Secrétaire d'Etat
des Etats-Unis d'Amérique
prie par les présentes toutes autorités compétentes de laisser passer
le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport,
sans délai ni difficulté et, en cas de besoin, de lui accorder
toute aide et protection légitimes.

X Lan Vi Tran

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE

NOT VALID UNTIL SIGNED

PASSPORT
PASSEPORT

UNITED STATES OF AMERICA

Type/Catégorie: P

Code of issuing State/code du pays émetteur: USA

PASSPORT NO./NO. DU PASSEPORT: [redacted]

Surname / Nom: TRAN

Given names / Prénoms: LAN-VI THI

Nationality / Nationalité: UNITED STATES OF AMERICA

Date of birth / Date de naissance: [redacted]

Place of birth / Lieu de naissance: VIETNAM

Date of issue / Date de délivrance: [redacted]

Date of expiration / Date d'expiration: [redacted]

Authority / Autorité: PASSPORT AGENCY LOS ANGELES

Amendments/Modifications: SEE PAGE 24

P<USATRAN<<LAN<VI<THI<<<<<<<<<<<<<<<<<<<<<<<<

[redacted]<<<<<<<<<<<<<<<4

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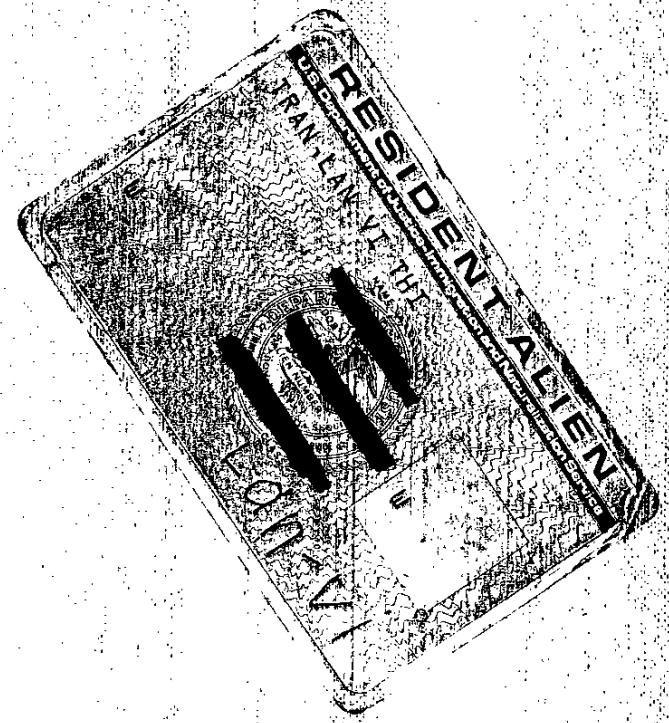
2003 MAY -1 P 4: 33



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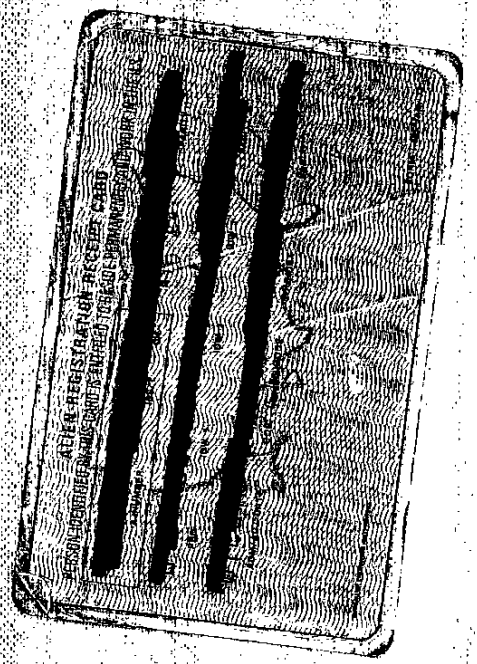

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully, this instrument is a sworn document. Type or print with black ink
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075507 P1044146 [redacted]
(If the location is currently licensed)

1. Check appropriate box → [X] Owner [ ] Partner [ ] Stockholder [X] Member [ ] Officer [ ] Agent [ ] Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
[ ] Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: FAIRCHILD (Last) WILLIAM (First) DOUGLAS (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License # [redacted] State: AZ

4. Place of Birth: BATON ROUGE (City), LA (State) USA Country (not county) Height: 57" Weight: 170 Eyes: BLU Hair: BRN

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: TRAN (Last) LANVI (First) THI (Middle) TRAN (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 5/5/2001

8 Telephone number to contact you during business hours for any questions regarding this document [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: D'atris at the Scottsdale Airport Premises Phone: (480) 948-8585

11. Licensed Premises Address: 1500 N AIRPORT DR (Street Address (Do not use PO Box #)) SOTTSDALE (City) MARICOPA (County) 85260 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
3/1998	CURRENT	MANAGER	AMERICAN EXPRESS 2125 W DUNLAP, PHOENIX AZ 85021

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
10/2001	CURRENT	OWN	[redacted]	[redacted]		
5/2001	10/2001	RENT	8011 N 7TH ST	PHOENIX	AZ	85020
2/1998	5/2001	RENT	223 E 21ST ST #14	NEW York	NY	10010

LIC 0101 10/2001

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 2, answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

DLLC
2003 MAY -1 P 4:44

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director, or manager on *any other liquor* [redacted] other state? ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you che[redacted] Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] act or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, WILLIAM DOUGLAS FAIRCHILD, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X W. D. Fairchild
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 19TH day of APRIL, 2003.
(Day of Month, Month, Year)

OFFICIAL SEAL
DONALD M. DITCHMAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 1, 2007

My commission expires on: 1-1-07
(Day of Month, Month, Year)

Donald M. Ditchman
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license [redacted]

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month, Month, Year)

My commission expires on:_____
(Day of Month, Month, Year)

_____
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119) DLLC

C. Employee time cards (actual document used to sign in and out each work day)
2003 MAY -1 P 4:44

D. Payroll records for all employees showing hours worked each week and hourly wages

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

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale, and delivery of food.

A.R.S. 205.02.G. For the purpose of this section:

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

I, (**print** Licensee/Agent's Name):

TRAN LAN-VI THI
Last First Middle

have read and fully understand all aspects of this statement.

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this

X [signature] (Signature of Licensee/Agent)

1ST day of May, 2003
Day of Month Month Year

My commission Expires on OFFICIAL SEAL DARLENE M. RINEHART NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Commission Expires Oct. 15, 2006
Day of Month Month Year

Darlene M Rinehart
(Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

DLLC

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

2003 MAY -1 P 4:44

RESTAURANT OPERATION PLAN

LICENSE # ~~[illegible]~~ 12075507

1. List by Make, Model and Capacity of your :

Grill	Pane Bella 24-6 USA (4)
Oven	Randell
Freezer	Raelton refrigerator / Victory 4ft x 6
Refrigerator	Bootz MFG.
Sink	Destfield
Dish Washing Facilities	Kerler
Food Preparation Counter (Dimensions)	8ft
Other pasta maker	Rosito / Bisani

2. Print the name of your restaurant: D'atri's at Scottsdale Airport

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for: 120

   a. Restaurant area of your premises [ ]

   b. Bar area of your premises [+]

   c. Total area of your premises [4300 sq ft]

5. What type of dinnerware and utensils are utilized within your restaurant?
   ☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☐ Yes _____ % ☒ No

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

*Disabled individuals requiring special accommodations, please call the Department.

Lic0114 05/1999

8. Does your restaurant Contain any games or television? ☒ Yes ☐ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)
One television at the bar

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9. Do you have live entertainment or dancing? ☐ Yes ~~☐ No~~
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

See attached

I, _____, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read theis application and the contents and all statements true, correct and complete.

X_____
(Signature of APPLICANT)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____.
Day of Month Month Year

My commission expires on:: _____

_____
(Signature of NOTARY PUBLIC)

D'Atri's Employees

2003 MAY -1 P 4:44

SERVERS

Cindy Cline, A.M. server, helped open restaurant, full time 5 mornings, able to work evenings if needed. $5.00\hr.

Krista Parker, A.M. server, part time has another job. $2.13/hr.

Lori Lill, A.M. server been here since day 1, 4 days a week, $6.00/hr.

Kate Mcguire, Daytime server, 5 days a week, been here about a year, also able to bartend. $2.13/hr.

Kim Cortese, P.M. server, here since the beginning, 3-4 nights, has a day job and school. $2.13/hr.

Richard Berdusco, day & evening server, about a year, very helpful, able to make drinks also works fulltime. $2.13/hr.

Francisco Beltran and David Christopher are daytime busboys both make $4.25/hr

KITCHEN

Concepcion Gonzalez, dishwasher & prep, mostly evenings, full time $6.75/hr

Octavoi Valensia (Ruben) A.M. dishwasher, fulltime, some prep. $7.00/hr

Luz Ramos, prep and dishwasher, 4 days a week, $7.00/hr

Jesus Martinez, prep, salad station and line cook opens some mornings, $7.50/hr

Juana Martinez, prep and salad station, $7.00/hr

Ana Baron, line cook, opens most mornings, $8.50/hr

Maria Gonzalez, preps most sauces, soups, pies, knows all the recipes, a key employee fulltime days. Been An employee of the D'Atri family businesses since 1993. $9.50/hr

Maria Lara, Friday and Saturday evenings 10 –15 hrs/wk. Able to work hot or cold station, great employee works at the plant in Tempe during the week making sausage and Biscotti, been with the family from the start. $9.00/hr.

Ken Durr, evening chef since Dec. 2002. 5 nights a week approximately 30-35 hrs @ $12.00/hr.12 years experience as a line /sauté cook.

dinner menu

Your hosts, John and Jan, welcome you to an enjoyable evening of fine dining. Our desire is to offer you an evening of cuisine on a higher level! Buon Appetito!

Appetizers

Antipasto Platter 13
Spinach Boule 8
Spinach dip served in a handcrafted wood fired pizza bread boul
Bottomless Bruschetta 8

Soups

Mama's Homemade Minestrone 6
Pasta Fagioli 6

Salads

Salads served with Mama's homemade foccacia slices
Grilled Marinated Chicken Salad 10
Marinated chicken breast, Provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce tossed with homemade Italian dressing
The Garbage Salad 11
Marinated chicken breast, grilled D'Atri sausage, grilled veggies, Provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce tossed with homemade Italian dressing
Caprese 9
Freshly sliced tomatoes, Buffalo mozzarella, fresh basil and our special touch!

Homemade wood fired pizza fresh From our brick oven

Pizza Bianco (4 cheeses) 10
Pizza Margherita 11
Homemade D'Atri's Sausage, Onion and Peppers 12
The Garbage Pizza, Our House Specialty 12
Grilled veggies, Sun-dried Tomato, Basil & Feta Cheese 11
Pepperoni & Cheese 11
Roasted Garlic & Cheese 11

Pastas

Served with D'Atri's house salad and brick oven baked bread
Choice of sauce: marinara, meat, Alfredo and pesto

Homemade Meat or Cheese Ravioli 15
A house favorite!
D'Atri Sausage & Chicken Skewer 15
Served with grilled vegetables on a bed of fettucine
Spaghetti & Homemade Meatballs 13
Of course!

The Pinwheel 15
D'Atri's specialty sausage in a rope over a bed of homemade fettucine
Lasagna 15
Homemade lasagna noodles with nice things in between!
Eggplant Parmesan 15
Delightfully light and flavorful!
The Combination Platter 17
A sampler of meat and cheese ravioli, potato and spinach gnocchi topped with homemade D'Atri sausage!

Entrees

Served with D'Atri's house salad and brick oven baked bread
Grilled Pork Chops 19
Served with homemade applesauce an grilled vegetables
Veal Scallopine 22
Very thinly sliced, pan sautéed, prepared Piccata, Marsala
Chicken Scallopine 18
Very thinly sliced, pan sautéed, prepared Piccata, Marsala
Roasted Rosemary Chicken 19
Half chicken roasted and marinated with rosemary and lemon
Fresh Atlantic Salmon 25
Pan seared or broiled

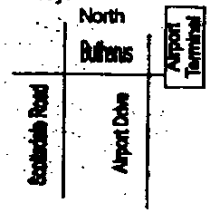
Desserts

Cheesecake 6
D'Atri's Biscotti (sampling of 5 flavors) 6
Triple Chocolate Hot Fudge Brownie 6
Our Specialty Homemade Pies 6

Phone (480) 948-8585
Fax (480) 905-3664
15000 North Airport Drive, Scottsdale, AZ 85260

We are located inside the Scottsdale Airport terminal overlooking the runway!

D'Atri's, a destination spot with a warm and friendly atmosphere. Decorated Old World Tuscan featuring an exhibition kitchen with an authentic wood burning pizza oven, cappuccino bar, an elegant dining room setting with a copper fireplace and cozy bar. Enjoy our gorgeous Arizona sunsets on our patio with fireplace overlooking the airport runway and a backdrop of the McDowell Mountains.



at Scottsdale Airport

take out menu

Cuisine on a higher level.

DLLC
2008 -1 P

Hours of Operation:
Sunday & Monday 7 am – 3 pm
Tuesday – Thursday 7 am – 9 pm
Friday & Saturday 7 am – 10 pm

Phone (480) 948-8585
Fax (480) 905-3664
15000 North Airport Drive, Scottsdale, AZ 85260
(Located inside the Scottsdale Airport terminal)

breakfast menu

Good Morning!

"The Wright Thing to do!"

Pilot's Breakfast $6.95
Navigate through two eggs any style, home fries, white or wheat toast, choice of D'Atri's famous breakfast or Italian sausage, bacon or ham, coffee and juice

Co-Pilot's Breakfast
DC-3 Egg Omelet! $6.95
The D'Atri's Sausage (d'you think it's our favorite?!)
Peppers, onions, provolone and mozzarella
The Denver
Delicious ham, mozzarella and provolone cheeses, sautéed onions, red and green peppers
The Southwestern
Blend of three cheeses, homemade salsa, flour tortilla, sautéed onions, red and green peppers
The Veggie
All wonderful things from Mother Earth. Mushrooms, peppers, onions, sun dried tomatoes. Blend of cheeses softly sautéed and scrumptiously seasoned!

(Served with home fries and white or wheat toast)

"Lighter Than Air-Crafted"

D'Atri's Sausage Biscuits and Gravy $5.75
Find out why Elvis had our sausage flown into Graceland! (Some think he still does!)
French Toast $5.95
Bread dipped in our special egg batter and served with maple syrup
Ultra Light Waffle in the Clouds $5.95
Old style waffles with fresh sliced strawberries and whipped cream served with real maple syrup
Muffin, Bagel or Toast $1.75
With cream cheese, butter and jelly
The Bi-Plane (two pancakes) $3.75
Sliced Fresh Fruit Cup $2.95
Side 'O Sausage, Bacon or Ham $2.95
Oatmeal $3.25

Fuel

Coffee, Tea, Sodas, Milk $1.95
Cappuccino or Café Latte $2.95
Juices $1.95

lunch menu

"Cleared For Take Off"

(Appetizers)

Spinach Boule $8.00
Spinach dip served in a handcrafted wood fired pizza bread bowl
Roasted Garlic with Toasted Bagel Chips $7.50
Bottomless Bruschetta $7.50
Ceviche Parfait $9.95
Lime marinated rock shrimp and scallops served in parfait dish

"Souped Up Aircraft"

(Soups)

Mama's Homemade Minestrone $5.95
Aunty Jan's Homemade Chicken & Pastina $5.95
Pasta Fagioli (Pasta Fazouli) $5.95
Pasta noodles, Northern white beans, pinto beans, D'Atri's homemade sausage & ham hocks

"Light Aircraft"

Salads served with Mama's homemade focaccia slices
Grilled Marinated Chicken Salad $8.50
Marinated chicken breast, provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce toped with homemade Italian dressing
Chef's Salad $7.95
Ham, turkey, provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce toped with homemade Italian dressing
Antipasto Salad $8.50
A variety of Italian cold cuts, provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce toped with homemade Italian dressing
Light Lunch Salad $6.50
Provolone and Swiss cheese, Roma tomatoes and bruschetta on a bed of Romaine lettuce toped with homemade Italian dressing
The Garbage Salad $8.50
Marinated chicken breast, grilled D'Atri's sausage, grilled veggies, provolone, Swiss, Roma tomatoes and bruschetta on a bed of Romaine lettuce
Albacore Tuna Salad $7.95
Low in calories, high in taste! An energized scoop of tuna salad and bruschetta on a bed of Romaine lettuce toped with homemade Italian dressing

"Homemade, Hand Tossed Wood Fired Pizza"

(Fresh from our brick oven)

Pizza Bianco (4 cheeses) $8.95
Pizza Margherita $8.95
Homemade D'Atri's Sausage, Onion and Peppers $9.50
The Garbage Pizza, Our House Specialty $9.95
Specialty Mushroom Pizza $9.50
(grilled button, portobello and porchini)
Grilled Veggies, Sun-dried Tomato, Basil & Feta Cheese $8.95
Pepperoni & Cheese $8.95
Roasted Garlic & Cheese $8.95

"Executive Aircraft"

Waffle Grilled Sandwiches Stuffed with Veggies and Cheese
Served with Garden, Potato, Pasta Salad or Chips
D'Atri's Homemade Sausage $7.25
D'Atri's Italian sausage, grilled peppers and onions
Roasted Turkey $7.25
Lean and flavorful with provolone and Mozzarella
The Deli $7.25
Salami, ham, pastrami and cheese
Grilled Chicken $7.25
Chicken marinated in garlic and wine
Grilled Veggie $7.25
Onions, mushrooms, zucchini, eggplant and peppers
Pastrami $7.25
Lean and tender - melts in your mouth!
Ham & Swiss $7.25
An American favorite and here it's Delicious!
Marinated Steak $7.25
Marinated strips of steak with mushrooms and onions

"Combat Aircraft"

(Sandwiches & Pasta)

Jiff and Jam (Triple Decker) $4.95
Wholesome winter wheat bread with chunky peanut butter and preserves with extra peanuts for crunch. Brings out the kid in you. Served with chips.
"The Bomber Burger" $7.95
Fresh ground beef with our secret ingredients (we would tell you what it is, but we would have to make you go around), with Romaine lettuce, sliced tomato and Bermuda onion on a roll served with chips.
D'Atri's Famous Sausage Sandwich $7.95
D'Atri's grilled sausage smothered in caramelized onions and grilled peppers on a hoagie roll served with chips.
Homemade D'Atri's Meatball Sandwich $7.95
Homemade meatballs smothered with our marinara sauce and cheese served with chips.
Spaghetti & Homemade Meatballs $10.95
Mama's homemade pasta, served with a green salad and homemade focaccia slices.
Lasagna $10.95
Homemade lasagna noodles with nice things in between! Served with green salad and Mama's homemade focaccia slices.
Eggplant Parmesan $10.95
Delightfully light and flavorful. Served with green salad and Mama's homemade focaccia slices.

lunch specials!

We have sandwich and pasta specials every day.

	Sandwiches	Pasta
Monday	Club	Spaghetti w/Meatballs or Sausage
Tuesday	BLT	Ravioli w/Meatballs or Sausage
Wednesday	Turkey	Fettuccine w/Meatballs or Sausage
Thursday	Ham & Swiss	Ravioli w/Meatballs or Sausage
Friday	Lori's Tuna	Chef's Choice
Daily	Calzones	Dinner Salad $1.50

Sandwiches served with pasta, potato, chips, or green salad

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2003 MAY -1 P 4:56

AZ. CORP. COMMISSION
FILED

DEC 0 5 2002

APPR. [illegible]
TERM
DATE 12/05/02
L-1055325-4

Articles of Organization of

Blue Fig, LLC

2003 MAY P 4:43

§ 1. Name. The name of the organization is Blue Fig, LLC.

§ 2. Registered Office. The registered office of the Limited Liability Company shall be: 28809 N.51st St., Cave Creek, Arizona 85331.

§ 3. Statutory Agent. The name and business address of the statutory agent of the Limited Liability Company are: Lan-Vi Tran, 28809 N.51st St., Cave Creek, Arizona 85331.

§ 4. Management. Management of the Limited Liability Company is reserved to the members. The name and address of each person who is a member are: Lan-Vi Tran, 28809 N.51st St., Cave Creek, Arizona 85331, William D. Fairchild, 28809 N.51st St., Cave Creek, Arizona 85331, and Hoanh Nguyen, 7230 Fordham Place, Goleta, California 93117.

Dated: Nov. 13/2002

Signed: Lan-vi Tran
Lan-Vi Tran

William D. Fairchild
Willaim D. Fairchild

Hoanh Nguyen
Hoanh Nguyen

Acceptance of Statutory Agent

I, Lan-Vi Tran, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed, or resignation is submitted in accordance with the Arizona Revised Statutes.

Lan-vi Tran

Date: Nov. 13/2002

Operating Agreement of Blue Fig, LLC

Lan-Vi Tran, residing at 28809 N.51st St., Cave Creek, Arizona 85331, and **William D. Fairchild**, residing at 28809 N.51st St., Cave Creek, Arizona 85331 hereby agree to form **Blue Fig, LLC** (the Company) pursuant to the Arizona Limited Liability Company Act, A.R.S. § 29-601 et seq (the Act). In consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions:

Article I. Formation

A. Name
The name of the limited liability company shall be Blue Fig, LLC.

B. Purpose
The Company is being formed to engage in the restaurant business and to conduct or promote any other lawful business or purpose permitted by the law of Arizona.

C. Principal Office
The principal office of the Company shall be 15000 N. Airpark Road, Scottsdale, Arizona 85260.

D. Registered Office
The registered office of the Company for official business and as filed with the Arizona Corporation Commission shall be 28809 N.51st St., Cave Creek, Arizona 85331.

E. Registered Agent
The registered agent of the Company for service of process within the state shall be Lan-Vi Tran, residing at 28809 N.51st St., Cave Creek, Arizona 85331.

F. Articles of Organization
Articles of organization complying with the Act were filed with the Arizona Corporation Commission on December 5, 2002 and amended on March 19, 2003.

Article II. Duration

The existence of the Company began on December 5, 2002 and will continue until it terminates in accordance with the provisions of this agreement or by operation of law.

Article III. Members and Capital Contributions

A. Members
The Company shall initially have two Members, Lan-Vi Tran and William Fairchild. Lan-Vi Tran shall be the Managing Member.

B. Initial Capital Contributions
The capital of the Company was contributed equally by the members in cash and personal property.

C. Additional Contributions
If the Company is unable to meet its operating expenses, the members will make additional capital contributions to meet such expenses. Each member will contribute a share of such required expenses as necessary in an amount not to exceed the share of profits to which the member is entitled under this agreement. If any member fails to make any additional capital contribution as authorized by this provision on its due date, the remaining member may send the defaulting member written notice of nonpayment. The notice must state the unpaid amount and request that it be paid not less than fifteen (15) days after the notice is sent. If the contribution remains unpaid at the end of the additional period stated in such notice, then the non-defaulting member shall have the option, but not the obligation, to advance the unpaid sum for the benefit of his or her own capital account.

Article IV. Members' Capital Accounts

The Company shall maintain a separate capital account for each member. No member may withdraw any part of the member's contributed capital without the consent of all other members. If a member's capital account falls below the amount of the member's contributed capital because of losses or permitted withdrawals, the member's share of the profits will be credited to the member's capital account until the capital contribution has been restored, and before any profits can be credited to the member's income account.

Article V. Division of Profits and Losses

The net profits and losses of the Company shall be equally divided among the members.

Article VI. Members' Income Accounts

The Company shall maintain a separate income account for each member, to which each member's share of profits and losses shall be credited or charged. If there is no credit balance in a member's income account, losses shall be charged to the member's capital account.

Article VII. Limitation of Liability

Except to the extent otherwise provided by the Act, a member's liability for obligations of the Company shall be limited to payment of the member's capital contribution and the member's share of the undistributed assets of the Company.

Article VIII. Members' Right to Salary and Drawings

The Managing Member shall draw a salary of $3,000 monthly. The Managing Member's salary shall not be charged to her capital or income accounts but shall be an expense for the purposes of determining the Company's net income. Withdrawals of credit balances from the member's income accounts shall be made only at the times and in the amounts that the members agree upon from time to time.

Article IX. No Interest on Capital

No interest will be paid on any balances in the member's capital accounts.

Article X. Management

A. Management of Company Business.
The Managing Member shall have full discretion, responsibility and authority for the management of the Company's business and shall have all rights and powers generally conferred by the Act or necessary, advisable or consistent in connection therewith.

B. Authority
The Managing Member has authority to:

(1) Prepare and give reports of operations of the Company to the Members or to government agencies;
(2) Supervise and manage the Company's business in a prudent manner that will protect the best interests of the Company and its Members;
(3) Execute, in the Company's name any contracts, notes, or other documents that may be needed in connection with its business operations;
(4) Borrow money on the Company's credit, for use in the Company 's business;
(5) Purchase personal property for use in the Company's business and, in connection with such a purchase, grant to the seller a security interest in the property purchased; and
(6) Make and undertake all necessary and reasonable expenditures to acquire and improve the Company's assets.

C. Limits on Powers
The Managing Member may not do any of the following without the consent of all the members:

(1) Transfer, sell, or dispose of all or substantially all of the Company's assets or funds;
(2) Refinance, increase, or extend loans of the Company;
(3) Admit new members; or
(4) Engage in any business other than that specified in this agreement.

D. Term
The Managing Member shall be elected annually by the members, whose votes shall be weighted according to their share of profits. A manager must receive 100% of the votes cast in order to be elected.

E. Resignation or Removal of Manager.
The Managing Member may resign her duties as Manager at any time upon giving sixty (60) days written notice to the Members. In addition, the Manager may be removed from time to time upon the affirmative vote of a Majority of the Members. In the event of a resignation or removal of the Manager, or upon the death or legal incapacity of the Manager, a successor Manager shall be appointed by a vote of all of the Members. If a successor Manager has not been appointed within thirty (30) days of the resignation or removal or death or incapacity of a Manager, the Company may be dissolved upon the written action of any Member.

Article XI. Right of Member to Assign Membership Interest

A. Nature of Membership Interest
A membership interest in the Company is personal property and may be transferred either by act of the Member or by operation of law.

B. Rights of Transferees and Assignees Limited
No transferee or assignee of a membership interest in the Company has any right to participate in the management of affairs of the Company or to become a substitute member, unless the remaining members entitled consent to the transfer or assignment. Any such transferee or assignee is entitled to receive only the share of the profits and the return of capital contributions to which the selling member would otherwise be entitled.

C. Right of First Refusal
If at any time a member proposes to sell, assign, or otherwise dispose of all or any part of his membership interest in the Company or such transfer or assignment occurs by operation of law and the Company is not dissolved thereby, the non-transferring members shall have a right of first refusal to purchase all of the membership interest in accordance with a separate agreement among the members, a copy of which is attached to and made a part of this agreement.

Article XII. Books and Records

The Company's books of account will be kept by the Managing Member in accordance with generally accepted accounting principles. The books and supporting records will be maintained at the Company's principal office. The Company's fiscal year shall start on January 1 and close on December 31.

Article XII. Dissolution

A. When Dissolution Will Occur
The Company shall be dissolved and liquidated upon the happening of any of the following:

(1) The written consent of members owning more than 50% of the membership interest;

(2) An event of dissociation of a member, i.e., the death, adjudication of incompetency, removal, expulsion, bankruptcy, reorganization, or dissolution of a member;
(3) upon the withdrawal (including by death or any circumstance set forth in A.R.S. s 29-733) of any Member; provided, however, that the events described in A.R.S. s 29-733(4) or 733(5) shall not result in the withdrawal of a Member.
(4) The occurrence of any other event causing dissolution under the Act.

B. Election to Continue the Company

Upon the withdrawal of a Member, the remaining Members may elect to continue the Company upon their election of a new Managing Member. In the event the remaining members do not elect to continue the Company, the business of the company shall expire and the company shall be liquidated as provided in this agreement.

Article XIV. Liquidation

Upon dissolution of the Company, the members will liquidate the Company's accounts in an orderly fashion. The proceeds derived from the sale of property, including the name and goodwill of the Company, shall be applied in the following order:

(1) To discharge all liabilities and pay the costs of liquidation.
(2) To pay the balance shown in each member's income account to that member;
(3) To pay the balance shown in each member's capital account to that member.

Article XV. Miscellaneous

(1) Validity of Agreement. The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.
(2) Titles and Captions. Article and section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
(3) Person and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include a corporation, firm, partnership or other form of association.
(4) Applicable Law. The terms and provisions of this Agreement and any dispute arising hereunder shall be governed by the laws of the State of Arizona. The Courts of the State of Arizona (including Maricopa County Superior Court) shall have the sole and exclusive jurisdiction in any case or controversy arising under this Agreement or by reason of this Agreement, and for this purpose each Member (and each person becoming a Member) hereby expressly and irrevocably consents to the jurisdiction of such Courts.
(5) Costs of Litigation. In any action between the parties to enforce any of the terms of this Agreement or of any other contract relating to the Company or any action in any other way pertaining to Company affairs or this Agreement, the prevailing party shall be entitled to recover expenses, including reasonable attorney fees, including expenses and fees of any appeals.

E. Resignation or Removal of Manager.
The Managing Member may resign her duties as Manager at any time upon giving sixty (60) days written notice to the Members. In addition, the Manager may be removed from time to time upon the affirmative vote of a Majority of the Members. In the event of a resignation or removal of the Manager, or upon the death or legal incapacity of the Manager, a successor Manager shall be appointed by a vote of all of the Members. If a successor Manager has not been appointed within thirty (30) days of the resignation or removal or death or incapacity of a Manager, the Company may be dissolved upon the written action of any Member.

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Article XII. Dissolution

A. When Dissolution Will Occur
The Company shall be dissolved and liquidated upon the happening of any of the following:

(1) The written consent of members owning more than 50% of the membership interest;

(6) Entire Agreement. This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.
(7) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the 26 day of March 2003.

MEMBERS:

Blue Fig, LLC, an Arizona limited liability company.

By_____
Lan-Vi Tran

By: _____
William D. Fairchild

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

RESTAURANT

ALCOHOLIC BEVERAGE LICENSE

License 12074522

Issue Date: 9/27/2000

Expiration Date: 3/31/2004

Restaurant

Issued To:
JAN D D'ATRI, Agent
MMMM LLC, Owner

Location:
D'ATRI'S AT SCOTTSDALE AIRPORT
15000 N AIRPORT DR
SCOTTSDALE, AZ 85260

Mailing Address:
JAN D D'ATRI
MMMM LLC
D'ATRI'S AT SCOTTSDALE AIRPORT
15000 N AIRPORT DR
SCOTTSDALE, AZ 85260

2003 MAY 1 P 4:44
DLLC

EXP 3/31/2004

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

POST THIS LICENSE IN A CONSPICUOUS PLACE

CITY COUNCIL REPORT

MEETING DATE: July 2, 2003 ITEM NO. 7 GOAL: Preserve Character and Environment

SUBJECT

Beer/Wine Bar Liquor License Request for D'atri's at the Scottsdale Airport
38-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 07 (beer/wine bar) State liquor license for an existing cappuccino/expresso bar. This request is due to a change in the ownership of the business.

OWNER

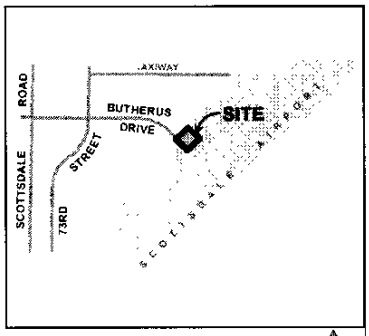
Blue Fig, LLC

APPLICANT CONTACT

Lan-Vi Tran
480-948-8585

LOCATION

15000 N. Airport Drive



General Location Map N.T.S. N

BACKGROUND

This site is zoned I-1 (Industrial Park District).

This request is for a person and location transfer of a series 07 (beer/wine bar) liquor license for an existing establishment also operating with a series 12 (restaurant) license. This request is due to a change in the ownership of the business. The establishment will continue to operate under the same business name.

The distance to the nearest school, Sonoran Sky, is 6400 ft.
The distance to the nearest church, Thunderbird Adventist, is 4400 ft.
There are 4 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a person and location transfer of a series 07 (beer/wine bar) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

(Continued)

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

Development Information. This establishment is 416 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.
Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/17/03
Ed Gawf — Date
Deputy City Manager

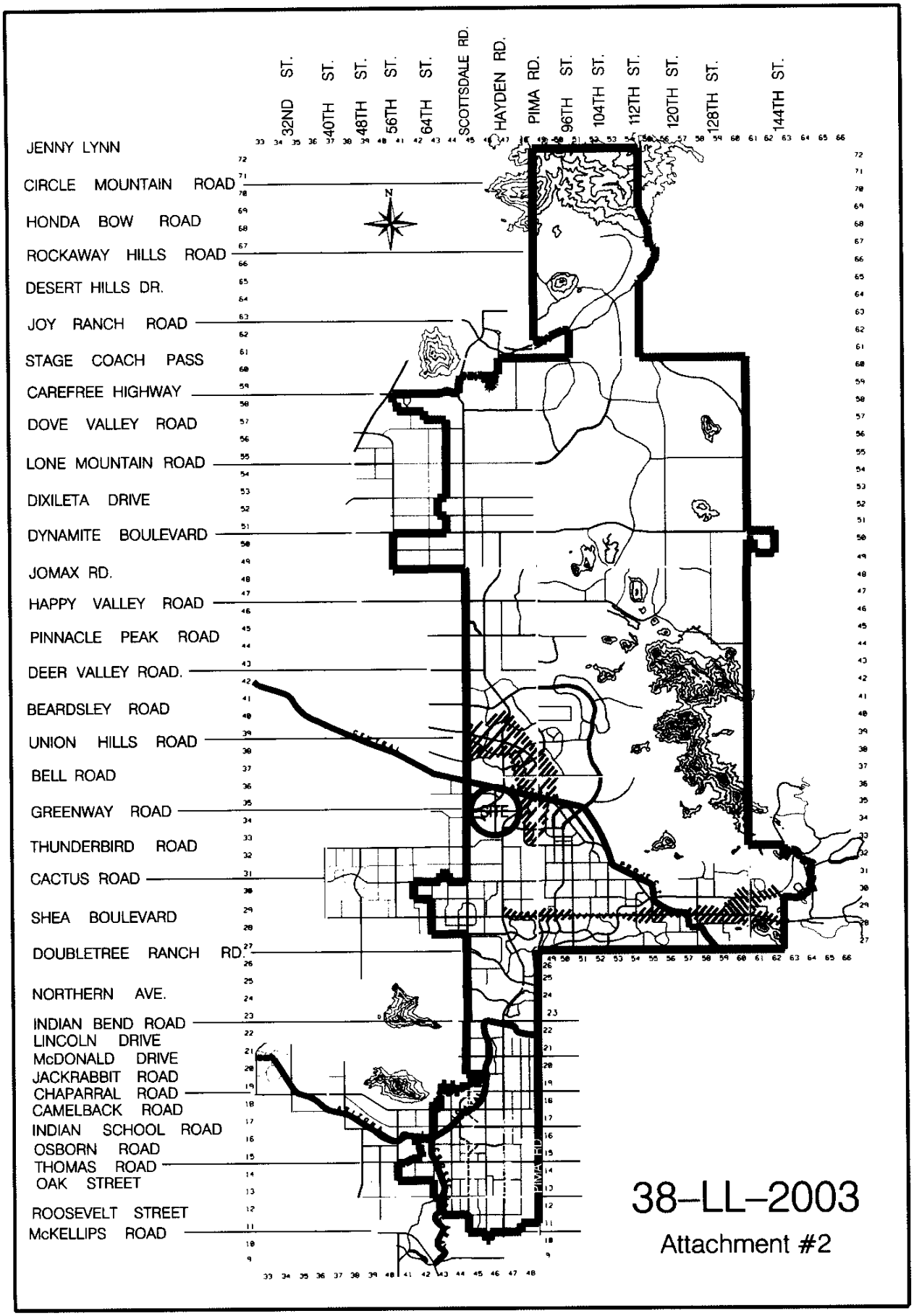
ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application

D'atri's at the Scottsdale Airport

38-LL-2003

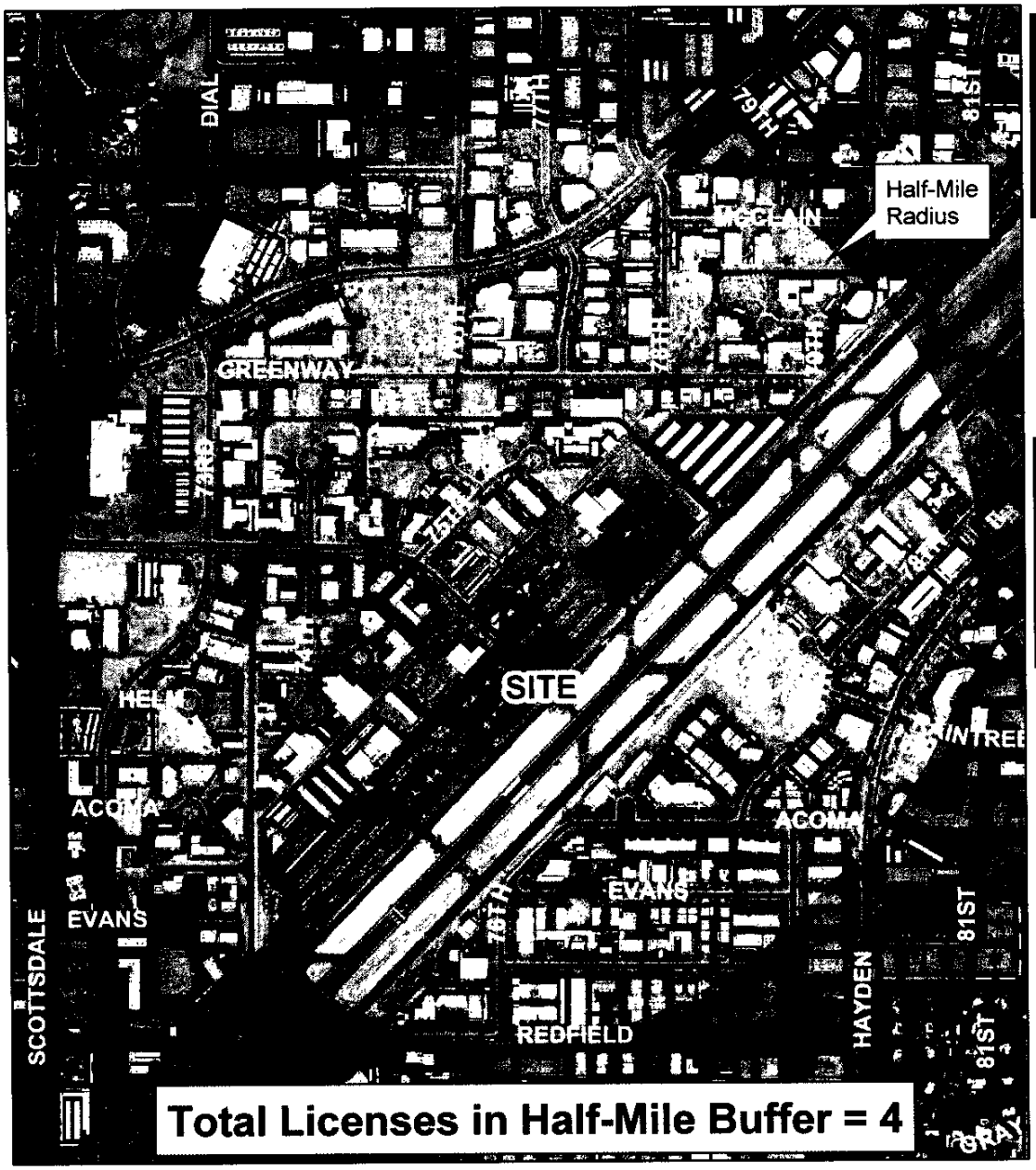
ATTACHMENT #1



38–LL–2003

Attachment #2

[redacted] Half-Mile [redacted] Dr.



0 550 1,100 2,200 Feet

1 inch equals 1,075.20 feet

Liquor License Count Within Half-Mile Radius by Series

- ■ 1 - Hotel-Motel
- ★ 3 - Restaurant

Legend

- Public School
- Private School
- Faith Communities

N W E S

liquor licenses.mxd
Printed 5/20/03
Created By: Brian Hancock
Source: City of Scottsdale

38-LL-2003

Attachment #3

Planning & Development Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECEIVED
MAY 1 - 2003

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

38-CL-2003

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:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☑ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☒ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 07070633

1. Type of License: H 7
2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section) P1044145

1. Applicant/Agent's Name: Mr. / Ms. Tran (Last) Lan-Vi (First) THI (Middle)
   (Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Blue Fig, LLC B1028966 B1010233
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: D'atri's at the Scottsdale Airport
   (Exactly as it appears on the exterior of premises)
4. Business Address: 15000 North Airport Drive (Do not use PO Box Number) Scottsdale (City) Maricopa (COUNTY) 8526 (Zip)
5. Business Phone: (480) 948-8585 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☑ YES ☐ NO
7. Mailing Address: [redacted] City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ 0.0 (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: [illegible] Date: 5/1/03 Lic. # 07070633

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	200-					200-

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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: 07070633
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

I, JAN D'ATRI, President (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 25th day of April, 2003 (Day of Month, Month, Year)

OFFICIAL SEAL
V. LA RITCHIE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires March 10, 2006

My commission expires on: 3-10-06

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
TRAN	LAN VI	T	100%	28809 N. 51st Street	Cave Creek AZ 85331

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]					
☐ ☐	[redacted]					
☐ ☐						
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: BLUE [illegible] LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: ~~Dec 27/2002~~ LVT State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: ~~2~~ Date authorized to do business in AZ:

4. AZ L.L.C. File No: L-1055325-4 Date authorized to do business in AZ: Dec 27/02

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number:

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
TRAN	LAN-VI	THI	Owner	[redacted]	
Fairchild	William	D	Owner	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
William	Fairchild		50 %		
~~NONE~~			%	~~OTHER THAN ABOVE~~ (LVT)	
			%		
Lan-Vi	Tran	THI	50 %	" SAME AS ABOVE	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number:

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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: DLLC 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. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARATE LI[redacted]ACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECT[redacted]

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: D'atri Jan Entity: ~~Indiv.~~ Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: ~~[illegible]~~ LLC D'Atri Gourmet Foods, Inc
(Exactly as it appears on license)

3. Current Business Name: D'atri's at Scottsdale Airport
(Exactly as it appears on license)

4. Current Business Address: 15000 N. Airport Drive

5. License Type: #7 License Number: 07070633 Last Renewal Date: _____

6. Current Mailing Address (other than business): [redacted]

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, JAN D'ATRI, President, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have [illegible] and the contents and all statements are true, correct and complete.
(Print full name)

OFFICIAL SEAL
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires March 10, 2006

X Jan D'atri
(Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 28 day of April 2003
Day of Month Month Year

My commission expires on: March 10, 2006

(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 and Address: (Exactly as it appears on license) D'atri's ~~at the Scottsdale~~ Cinema Paradise LLT 10303 N. Scottsdale Rd ~~Airport~~

2. New Business Name and Address: (Do not use PO Box Number) ~~Blue~~ "same as above" Scottsdale, AZ 85253

3. License Type: #12 License Number: 12074522 Last Renewal Date: _____

4. What date do you plan to move? April 22/03 What date do you plan to open? April 22/03

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 4 miles ~~ft.~~ (Regardless of distance) Name/Address of school: Chaparral High School 6955 E. Gold Dust Ave, Scottsd 85260

2. Distance to nearest church: 5 miles ~~ft.~~ (Regardless of distance) Name/Address of church: Scottsdale Bible Church 7601 E. Shea Blvd. Scottsda 85260

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: John Petta 7721 Via DeFonda Scottsdale AZ

4a. Monthly rental/lease rate $ 7% or $800.00 Minimum. What is the remaining length of the lease? 7 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____ (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ 90,000.00

Does any one creditor represent more than 10% of that sum? ☐ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip
Zions Small Business Finance				[redacted]			
			100%	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Cappucino / Expressobar

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 # ~~[illegible]~~ (Exactly as it appears on license) Name Victoria Margherita D'atri

07070633

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

   _____ and license #: _____
   Last First Middle

   LLC

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. Section 4-203.01; and complete Section 5 of this application.

   2009 MAY -1 P 4:43

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☒ YES ☐ NO

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

1. Check ALL boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises. 16' x 26'

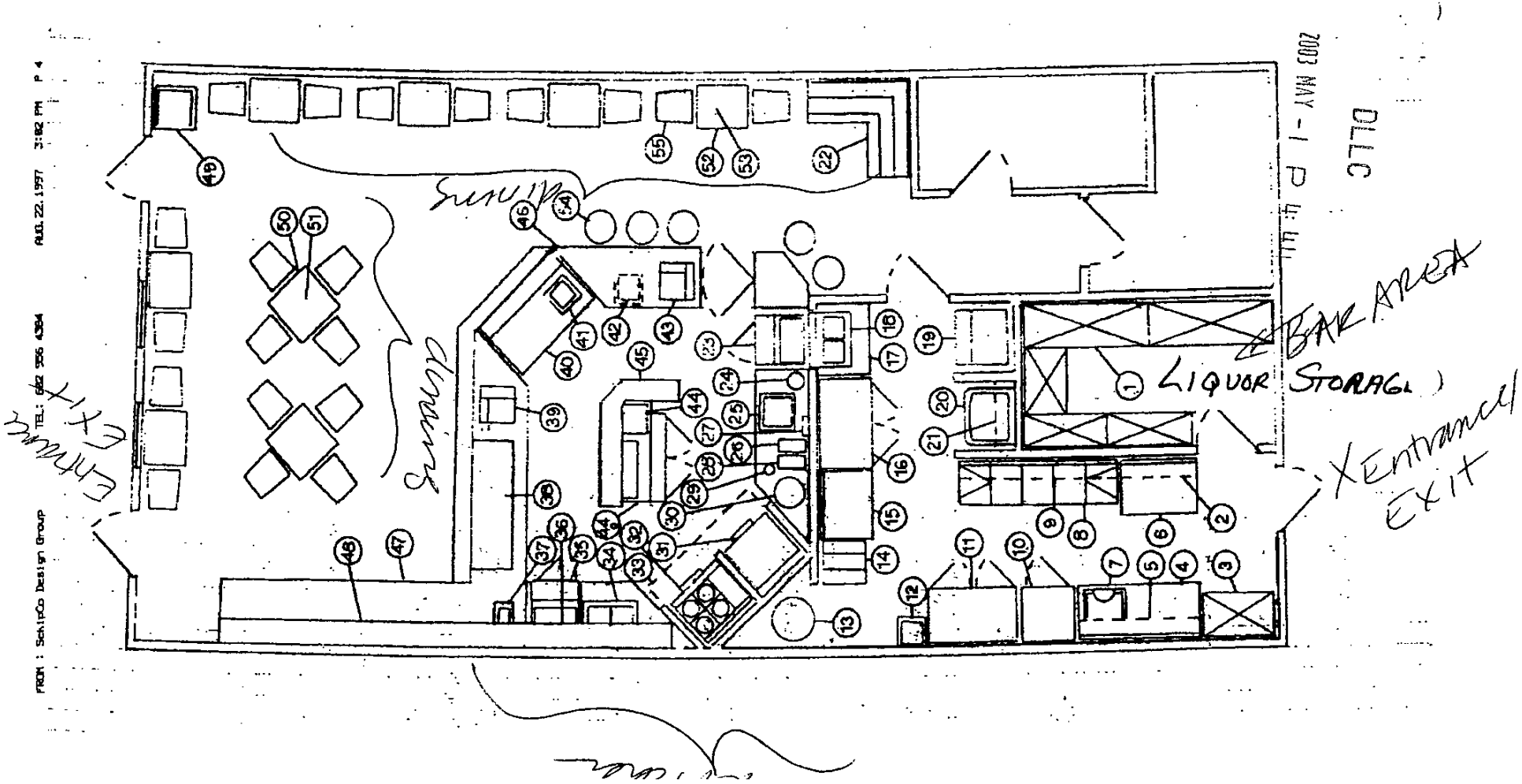
   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

See attached

[redacted]

YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

Numbers are for restaurant records



SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

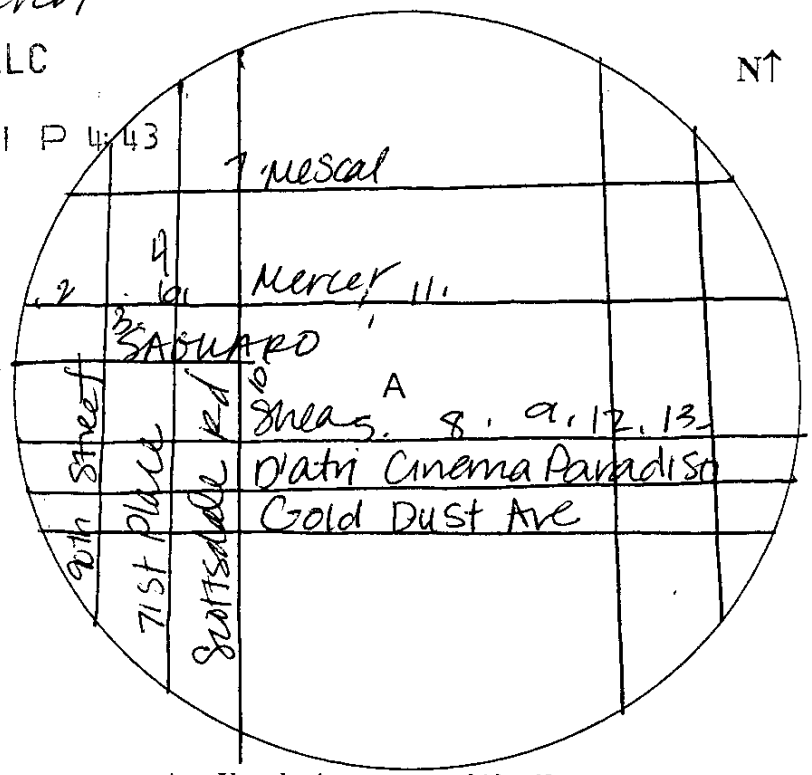
List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. Scottsdale Bible Church
2. Fry's Grocery
3. Ruby Tuesday
4. Blue Burrito
5. Sakura of Japan
6. Safeway
7. Oso Anejo
8. Guido's Deli
9. Top Shelf Mex. Food
10. Carvers
11. Lone Star Cafe
12. Macayo's Rest.
13. Pizza Fanro's
14. Bobby Fanro's
15. Conzymel's Grill

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DLLC

2003 MAY -1 P 4:43



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, Lan-Vi Tran, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Lan Tran
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

21 day of April 2003
Day of Month Month Year

My commission expires on: 3/1/2007

(Signature of NOTARY PUBLIC)

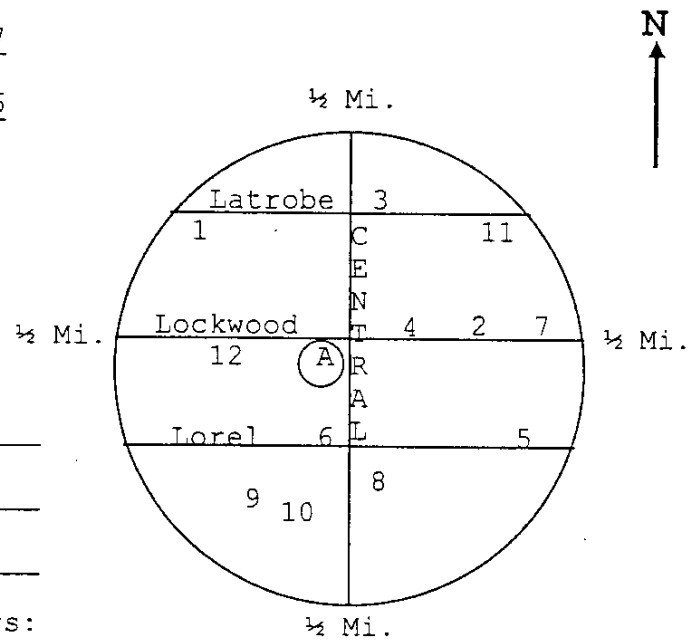
KERRI BOWN
Notary Public - Arizona
Maricopa County
My Commission Expires
March 1, 2007

SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.
(See example below)

A = Applicant	Series 12
01 Pink Elephants	Series 06
02 Mama's Rest.	Series 12
03 Corner Liquors	Series 09
04 Joe's Groceries	Series 10
05 Lions Club	Series 14
06 Burgers R Us	Series 07
07 Pizza Perfect	Series 07
08 Billy Bobs Bar	Series 06
09 St. Anthonys Church	
10 St. Anthonys School	
11 Burbank Middle School	
12 First United Baptist Church	
13	
14	
15	



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12). or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully, this instrument is a sworn document. Type or print with black ink

An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 07070633 (If the location is currently licensed)

P1044145

1. Check appropriate box →

☒ Owner ☐ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: TRAN (Last) LAN-VI (First) THI (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Saigon (City), Vietnam (State) Country (not county) Height: 5'3" Weight: 117 Eyes: Brown Hair: Blck

5. Marital Status ☒ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: Fairchild (Last), William (First), Douglas (Middle) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary) Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 5/5/2001

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: D'atri's at the Scottsdale Airport Premises Phone: (480) 948 8585

11. Licensed Premises Address: 15000 North Airport Drive (Street Address (Do not use PO Box #)), Scottsdale (City), Maricopa (County), 85260 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
Sept 1/2002	CURRENT	unemployed / N. Cal	28809 Street 515 Ck 12 85331
Sept 1/2001	Sept 2002	Program Coordinator	Maricopa County Bar Assoc 303 East Palm Lane Phoenix AZ 85303
1999 -	2001	Exhibits Manager	Oxford University Press 198 Madison Ave New York NY 10016

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
Nov. 2001	CURRENT	own	[redacted]			
Jan 1999	May 2001		1601 3rd Ave Apt. 4W	New York	NY	10128
previously before			580 Zink Ave Santa Barbara Ca 93111			
May 2001	1992					

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 10 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

2003 MAY -1 P 4:43

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which [redacted] *misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person, been an of[redacted]member, director, or manager on *any o*[redacted]y other state? [redacted] ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted]nager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you m[redacted]ensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Lan Vi Thi Tran, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Lan Vi Tran
(Signature of Applicant)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 21 day of April, 2003
(Day of Month) (Month)

My commission expires on: 1 Mar 2007
(Day of Month) (Month) (Year)

Kim Brown
(Signature of NOTARY PUBLIC)

KIM BROWN
Notary Public - Arizona
Maricopa County
My Commission Expires
March 1, 2007

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license [redacted] County of_____

The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month) (Month) (Year)

My commission expires on:_____ _____
(Day of Month) (Month) (Year) (Signature of NOTARY PUBLIC)

DLLC
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The Secretary of State
of the United States of America
hereby requests all whom it may concern to permit the citizen/
national of the United States named herein to pass
without delay or hindrance and in case of need to
give all lawful aid and protection.

Le Secrétaire d'Etat
des Etats-Unis d'Amérique
prie par les présentes toutes autorités compétentes de laisser passer
le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport,
sans délai ni difficulté et, en cas de besoin, de lui accorder
toute aide et protection légitimes.

X Lan Vi Tran

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE

NOT VALID UNTIL SIGNED

PASSPORT

UNITED STATES OF AMERICA

Type/Catégorie: P

Code of issuing State / code du pays émetteur: USA

PASSPORT NO./NO. DU PASSEPORT: [redacted]

Surname / Nom: TRAN

Given names / Prénoms: LAN-VI THI

Nationality / Nationalité: UNITED STATES OF AMERICA

Date of birth / Date de naissance: [redacted]

Place of birth / Lieu de naissance: VIETNAM

Date of issue / Date de délivrance: [redacted]

Date of expiration / Date d'expiration: [redacted]

Authority / Autorité: PASSPORT AGENCY LOS ANGELES

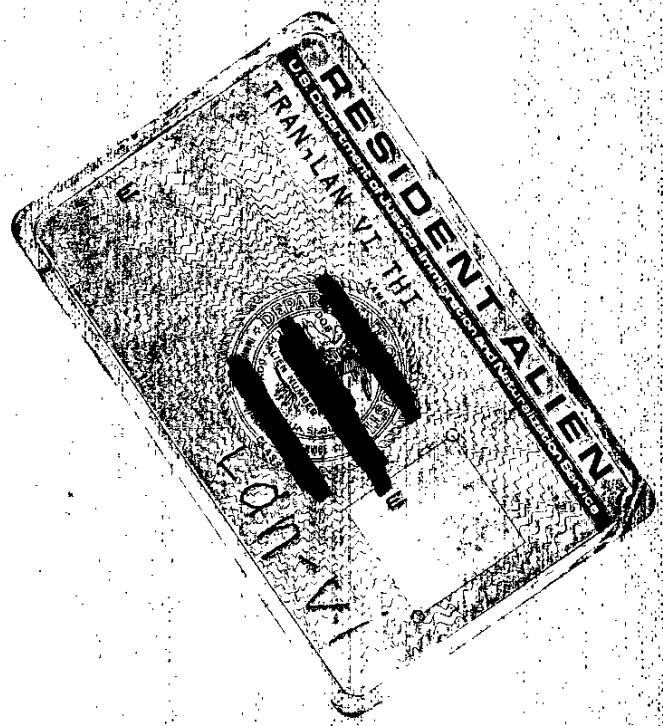
Amendments/Modifications SEE PAGE 24

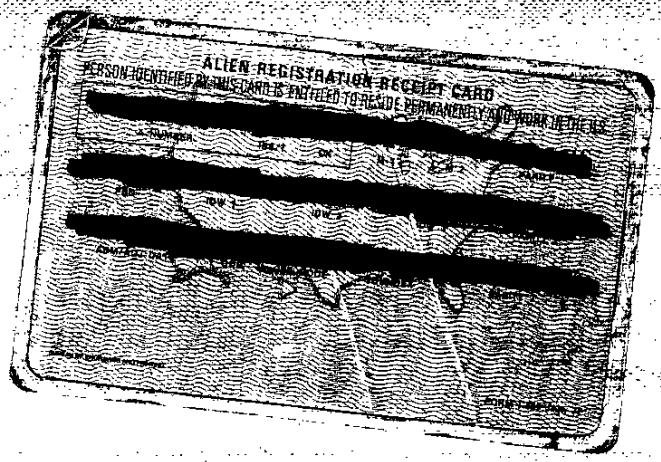
P<USATRAN<<LAN<VI<THI<<<<<<<<<<<<<<<<<<<<<<<<<<

[redacted]<<<<<<<<<<<<<<<<4

DLLC

2003 MAY -1 P 4:33





DLLC
2003 MAY -1 P 4:33

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully , this instrument is a sworn document. Type or print with black ink

An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 07070632 P1044146 (If the location is currently licensed)

1. Check appropriate box → ☒ Owner ☐ Partner ☐ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: FAIRCHILD (Last) WILLIAM (First) DOUGLAS (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License #: [redacted] State: AZ

4. Place of Birth: BATON ROUGE (City), LA (State) USA (Country (not county)) Height: 5'7" Weight: 170 Eyes: BLU Hair: BRN

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: TRAN (Last) LANVI (First) THI (Middle) TRAN (Maiden) Date of Birth [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 5/5/2001

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: D'atris at the Scottsdale Airport Premises Phone: (480) 948-8585

11. Licensed Premises Address: 1500 N AIRPORT DR (Street Address (Do not use PO Box #)) SCOTTSDALE (City) MARICOPA (County) 85260 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
3/1998	CURRENT	MANAGER	AMERICAN EXPRESS 2125 W DUNLAP, PHOENIX AZ 85021

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
10/2001	CURRENT	OWN	[redacted]	[redacted]		
5/2001	10/2001	RENT	8011 N 7TH ST	PHOENIX	AZ	85020
2/1998	5/2001	RENT	223 E 21ST ST #14	NEW YORK	NY	10010

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 2 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved [redacted] *or misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person , been an officer, member, director, or manager on *any other liquor* [redacted] other state? [redacted] ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, WILLIAM DOUGLAS FAIRCHILD, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X [signature] (Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 19TH day of APRIL, 2003.
(Day of Month, Month, Year)

OFFICIAL SEAL
DONALD M. DITCHMAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 1, 2007

My commission expires on: 1-1-07
(Day of Month, Month, Year)

[signature] (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
(Last, Middle, First)

Hereby authorize the applicant to act as manager for the named liquor license.
[redacted] State of [redacted] County of _____
The foregoing instrument was acknowledged before me this

X _____ (Signature of LICENSEE/AGENT)

_____ day of _____, _____
(Day of Month, Month, Year)

My commission expires on: _____
(Day of Month, Month, Year)

_____ (Signature of NOTARY PUBLIC)

AZ. CORP. COMMISSION
FILED

DEC 0 5 2002

APPR. [signature]
TERM
DATE 12/03/02
L-1055325-4

Articles of Organization of

Blue Fig, LLC

2003 MAY P 4:43

§ 1. Name. The name of the organization is Blue Fig, LLC.

§ 2. Registered Office. The registered office of the Limited Liability Company shall be: 28809 N.51st St., Cave Creek, Arizona 85331.

§ 3. Statutory Agent. The name and business address of the statutory agent of the Limited Liability Company are: Lan-Vi Tran, 28809 N.51st St., Cave Creek, Arizona 85331.

§ 4. Management. Management of the Limited Liability Company is reserved to the members. The name and address of each person who is a member are: Lan-Vi Tran, 28809 N.51st St., Cave Creek, Arizona 85331, William D. Fairchild, 28809 N.51st St., Cave Creek, Arizona 85331, and Hoanh Nguyen, 7230 Fordham Place, Goleta, California 93117.

Dated: Nov. 13/2002

Signed: Lan-vi Tran
Lan-Vi Tran

William D. Fairchild
Willaim D. Fairchild

[signature]
Hoanh Nguyen

Acceptance of Statutory Agent

I, Lan-Vi Tran, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed, or resignation is submitted in accordance with the Arizona Revised Statutes.

Lan-vi Tran

Date: Nov. 13/2002

Operating Agreement of Blue Fig, LLC

Lan-Vi Tran, residing at 28809 N.51st St., Cave Creek, Arizona 85331, and **William D. Fairchild**, residing at 28809 N.51st St., Cave Creek, Arizona 85331 hereby agree to form **Blue Fig, LLC** (the Company) pursuant to the Arizona Limited Liability Company Act, A.R.S. § 29-601 et seq (the Act). In consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions:

Article I. Formation

A. Name
The name of the limited liability company shall be Blue Fig, LLC.

B. Purpose
The Company is being formed to engage in the restaurant business and to conduct or promote any other lawful business or purpose permitted by the law of Arizona.

C. Principal Office
The principal office of the Company shall be 15000 N. Airpark Road, Scottsdale, Arizona 85260.

D. Registered Office
The registered office of the Company for official business and as filed with the Arizona Corporation Commission shall be 28809 N.51st St., Cave Creek, Arizona 85331.

E. Registered Agent
The registered agent of the Company for service of process within the state shall be Lan-Vi Tran, residing at 28809 N.51st St., Cave Creek, Arizona 85331.

F. Articles of Organization
Articles of organization complying with the Act were filed with the Arizona Corporation Commission on December 5, 2002 and amended on March 19, 2003.

Article II. Duration

The existence of the Company began on December 5, 2002 and will continue until it terminates in accordance with the provisions of this agreement or by operation of law.

Article III. Members and Capital Contributions

A. Members
The Company shall initially have two Members, Lan-Vi Tran and William Fairchild. Lan-Vi Tran shall be the Managing Member.

B. Initial Capital Contributions
The capital of the Company was contributed equally by the members in cash and personal property.

C. Additional Contributions
If the Company is unable to meet its operating expenses, the members will make additional capital contributions to meet such expenses. Each member will contribute a share of such required expenses as necessary in an amount not to exceed the share of profits to which the member is entitled under this agreement. If any member fails to make any additional capital contribution as authorized by this provision on its due date, the remaining member may send the defaulting member written notice of nonpayment. The notice must state the unpaid amount and request that it be paid not less than fifteen (15) days after the notice is sent. If the contribution remains unpaid at the end of the additional period stated in such notice, then the non-defaulting member shall have the option, but not the obligation, to advance the unpaid sum for the benefit of his or her own capital account.

Article IV. Members' Capital Accounts

The Company shall maintain a separate capital account for each member. No member may withdraw any part of the member's contributed capital without the consent of all other members. If a member's capital account falls below the amount of the member's contributed capital because of losses or permitted withdrawals, the member's share of the profits will be credited to the member's capital account until the capital contribution has been restored, and before any profits can be credited to the member's income account.

Article V. Division of Profits and Losses

The net profits and losses of the Company shall be equally divided among the members.

Article VI. Members' Income Accounts

The Company shall maintain a separate income account for each member, to which each member's share of profits and losses shall be credited or charged. If there is no credit balance in a member's income account, losses shall be charged to the member's capital account.

Article VII. Limitation of Liability

Except to the extent otherwise provided by the Act, a member's liability for obligations of the Company shall be limited to payment of the member's capital contribution and the member's share of the undistributed assets of the Company.

Article VIII. Members' Right to Salary and Drawings

The Managing Member shall draw a salary of $3,000 monthly. The Managing Member's salary shall not be charged to her capital or income accounts but shall be an expense for the purposes of determining the Company's net income. Withdrawals of credit balances from the member's income accounts shall be made only at the times and in the amounts that the members agree upon from time to time.

Article IX. No Interest on Capital

No interest will be paid on any balances in the member's capital accounts.

Article X. Management

A. Management of Company Business.
The Managing Member shall have full discretion, responsibility and authority for the management of the Company's business and shall have all rights and powers generally conferred by the Act or necessary, advisable or consistent in connection therewith.

B. Authority
The Managing Member has authority to:

(1) Prepare and give reports of operations of the Company to the Members or to government agencies;
(2) Supervise and manage the Company's business in a prudent manner that will protect the best interests of the Company and its Members;
(3) Execute, in the Company's name any contracts, notes, or other documents that may be needed in connection with its business operations;
(4) Borrow money on the Company's credit, for use in the Company 's business;
(5) Purchase personal property for use in the Company's business and, in connection with such a purchase, grant to the seller a security interest in the property purchased; and
(6) Make and undertake all necessary and reasonable expenditures to acquire and improve the Company's assets.

C. Limits on Powers
The Managing Member may not do any of the following without the consent of all the members:

(1) Transfer, sell, or dispose of all or substantially all of the Company's assets or funds;
(2) Refinance, increase, or extend loans of the Company;
(3) Admit new members; or
(4) Engage in any business other than that specified in this agreement.

D. Term
The Managing Member shall be elected annually by the members, whose votes shall be weighted according to their share of profits. A manager must receive 100% of the votes cast in order to be elected.

E. Resignation or Removal of Manager.
The Managing Member may resign her duties as Manager at any time upon giving sixty (60) days written notice to the Members. In addition, the Manager may be removed from time to time upon the affirmative vote of a Majority of the Members. In the event of a resignation or removal of the Manager, or upon the death or legal incapacity of the Manager, a successor Manager shall be appointed by a vote of all of the Members. If a successor Manager has not been appointed within thirty (30) days of the resignation or removal or death or incapacity of a Manager, the Company may be dissolved upon the written action of any Member.

Article XI. Right of Member to Assign Membership Interest

A. Nature of Membership Interest
A membership interest in the Company is personal property and may be transferred either by act of the Member or by operation of law.

B. Rights of Transferees and Assignees Limited
No transferee or assignee of a membership interest in the Company has any right to participate in the management of affairs of the Company or to become a substitute member, unless the remaining members entitled consent to the transfer or assignment. Any such transferee or assignee is entitled to receive only the share of the profits and the return of capital contributions to which the selling member would otherwise be entitled.

C. Right of First Refusal
If at any time a member proposes to sell, assign, or otherwise dispose of all or any part of his membership interest in the Company or such transfer or assignment occurs by operation of law and the Company is not dissolved thereby, the non-transferring members shall have a right of first refusal to purchase all of the membership interest in accordance with a separate agreement among the members, a copy of which is attached to and made a part of this agreement.

Article XII. Books and Records

The Company's books of account will be kept by the Managing Member in accordance with generally accepted accounting principles. The books and supporting records will be maintained at the Company's principal office. The Company's fiscal year shall start on January 1 and close on December 31.

Article XII. Dissolution

A. When Dissolution Will Occur
The Company shall be dissolved and liquidated upon the happening of any of the following:

(1) The written consent of members owning more than 50% of the membership interest;

(2) An event of dissociation of a member, i.e., the death, adjudication of incompetency, removal, expulsion, bankruptcy, reorganization, or dissolution of a member;
(3) upon the withdrawal (including by death or any circumstance set forth in A.R.S. s 29-733) of any Member; provided, however, that the events described in A.R.S. s 29-733(4) or 733(5) shall not result in the withdrawal of a Member.
(4) The occurrence of any other event causing dissolution under the Act.

B. Election to Continue the Company

Upon the withdrawal of a Member, the remaining Members may elect to continue the Company upon their election of a new Managing Member. In the event the remaining members do not elect to continue the Company, the business of the company shall expire and the company shall be liquidated as provided in this agreement.

Article XIV. Liquidation

Upon dissolution of the Company, the members will liquidate the Company's accounts in an orderly fashion. The proceeds derived from the sale of property, including the name and goodwill of the Company, shall be applied in the following order:

(1) To discharge all liabilities and pay the costs of liquidation.
(2) To pay the balance shown in each member's income account to that member;
(3) To pay the balance shown in each member's capital account to that member.

Article XV. Miscellaneous

(1) Validity of Agreement. The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.
(2) Titles and Captions. Article and section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
(3) Person and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include a corporation, firm, partnership or other form of association.
(4) Applicable Law. The terms and provisions of this Agreement and any dispute arising hereunder shall be governed by the laws of the State of Arizona. The Courts of the State of Arizona (including Maricopa County Superior Court) shall have the sole and exclusive jurisdiction in any case or controversy arising under this Agreement or by reason of this Agreement, and for this purpose each Member (and each person becoming a Member) hereby expressly and irrevocably consents to the jurisdiction of such Courts.
(5) Costs of Litigation. In any action between the parties to enforce any of the terms of this Agreement or of any other contract relating to the Company or any action in any other way pertaining to Company affairs or this Agreement, the prevailing party shall be entitled to recover expenses, including reasonable attorney fees, including expenses and fees of any appeals.

E. Resignation or Removal of Manager.
The Managing Member may resign her duties as Manager at any time upon giving sixty (60) days written notice to the Members. In addition, the Manager may be removed from time to time upon the affirmative vote of a Majority of the Members. In the event of a resignation or removal of the Manager, or upon the death or legal incapacity of the Manager, a successor Manager shall be appointed by a vote of all of the Members. If a successor Manager has not been appointed within thirty (30) days of the resignation or removal or death or incapacity of a Manager, the Company may be dissolved upon the written action of any Member.

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No transferee or assignee of a membership interest in the Company has any right to participate in the management of affairs of the Company or to become a substitute member, unless the remaining members entitled consent to the transfer or assignment. Any such transferee or assignee is entitled to receive only the share of the profits and the return of capital contributions to which the selling member would otherwise be entitled.

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Article XII. Dissolution

A. When Dissolution Will Occur
The Company shall be dissolved and liquidated upon the happening of any of the following:

(1) The written consent of members owning more than 50% of the membership interest;

(6) Entire Agreement. This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.
(7) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the 26 day of March 2003.

MEMBERS:

Blue Fig, LLC, an Arizona limited liability company.

By Lan Vi Tran
Lan-Vi Tran

By: W D Fairchild
William D. Fairchild

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 07070633

2003 MAY -1 P 4:43

Issue Date: 12/2/1997

Expiration Date: 2/29/2004

Beer & Wine Bar

Issued To:
VICTORIA MARGHERITA D'ATRI, Agent
D'ATRI GOURMET FOODS INC, Owner

Location:
D'ATRI'S CINEMA PARADISO
10303 N SCOTTSDALE RD
SCOTTSDALE, AZ 85253

Mailing Address:
VICTORIA MARGHERITA D'ATRI
D'ATRI GOURMET FOODS INC
D'ATRI'S CINEMA PARADISO
420 S PERRY LN STE 2
TEMPE, AZ 85281

EXP 2/29/2004

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

POST THIS LICENSE IN A CONSPICUOUS PLACE

CITY COUNCIL REPORT

MEETING DATE: July 2, 2003 ITEM NO. 8 GOAL: Preserve Character and Environment

SUBJECT

Restaurant Liquor License Request for Jacqueline's Marketplace Cafe 40-LL-2003

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license for an existing establishment. This restaurant previously operated with a series 07 (beer/wine bar) liquor license.

OWNER

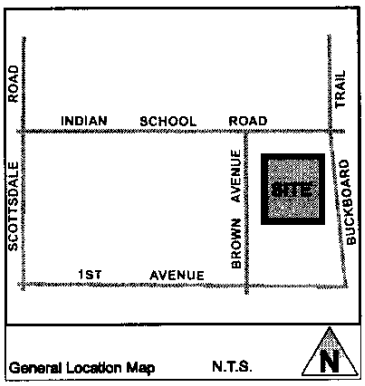
MKB, LLC Scottsdale

APPLICANT CONTACT

Brian Nystrom
480-947-8777

LOCATION

7303 E. Indian School Rd.



BACKGROUND

This site is zoned C-2 (Central Business District).

This request is for a new series 12 (restaurant) liquor license for an existing establishment that previously operated with a series 07 (beer/wine bar) liquor license. The establishment will continue to operate under the same business name.

The distance to the nearest school, Our Lady of Perpetual Help, is 2125 ft. The distance to the nearest church, Scottsdale Methodist Church, is 1400 ft. There are 103 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 (restaurant) liquor license. The applicant has maintained the required posting notice for the State mandated 20-day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has

(Continued)

met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. There are no interior modifications or changes intended for this establishment. Parking is in compliance with the zoning ordinance.

Development Information. This establishment is 5500 sq. ft.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

STATE GUIDELINES FOR CONSIDERING AN APPLICATION

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

OPTIONS AND STAFF

City Council has the option of recommending approval or denial to the

RECOMMENDATION

Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

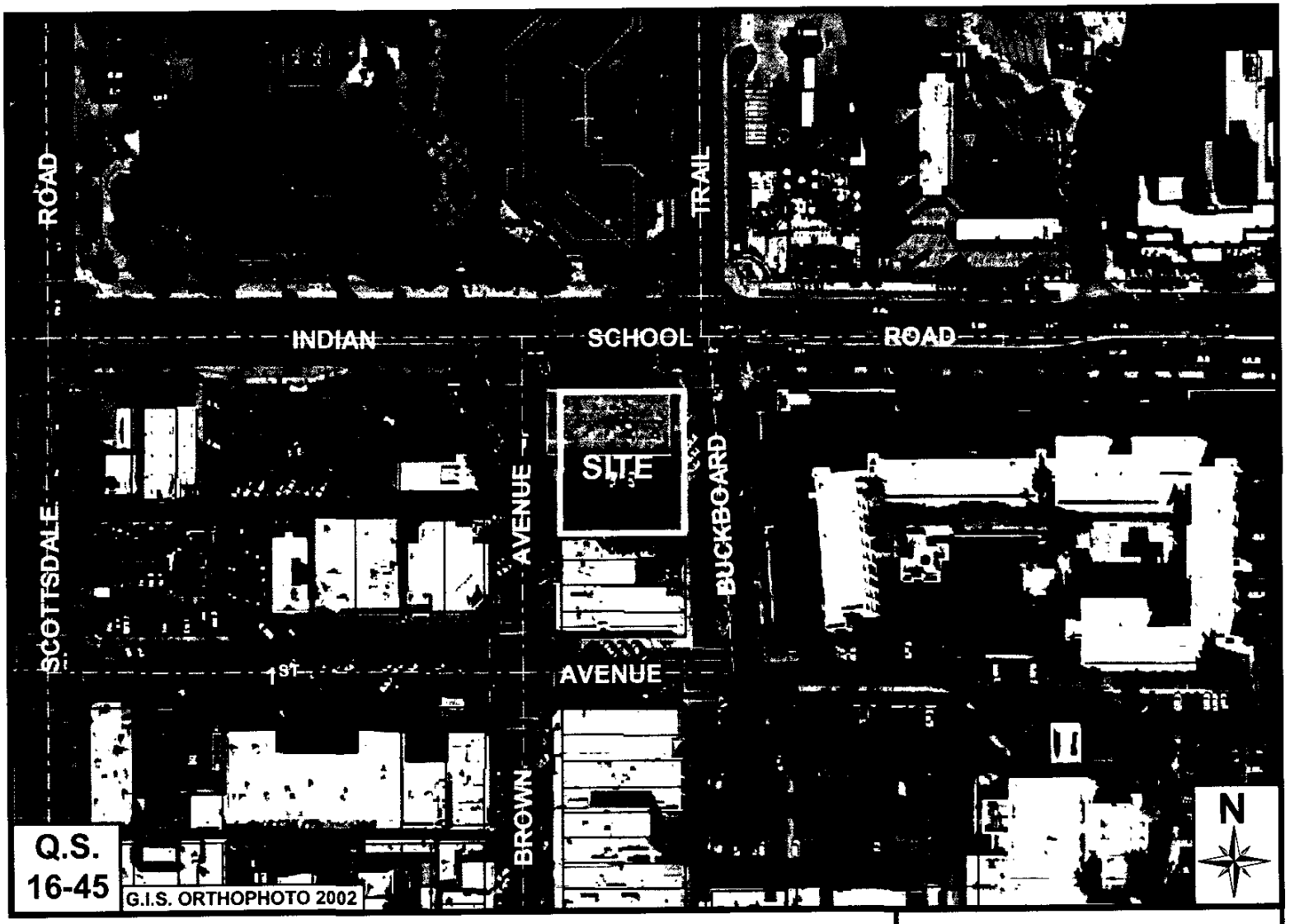
APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 6/12/03 Date
Deputy City Manager

ATTACHMENTS

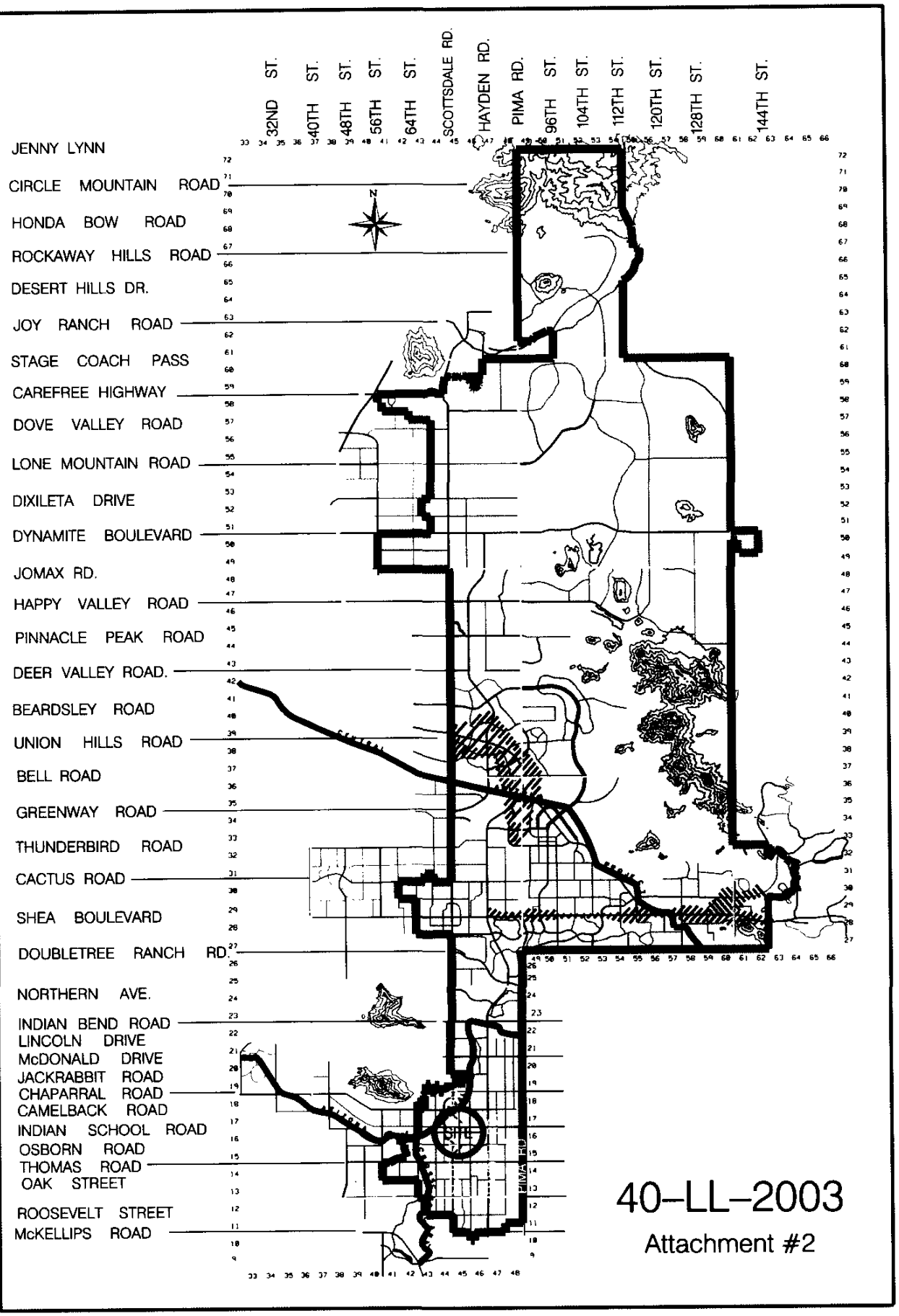
#1: Aerial Map
#2: Vicinity Map
#3 Graphic – Liquor license locations within ½ mile
#4: Application



Jacqueline's Market Place & Café

40-LL-2002

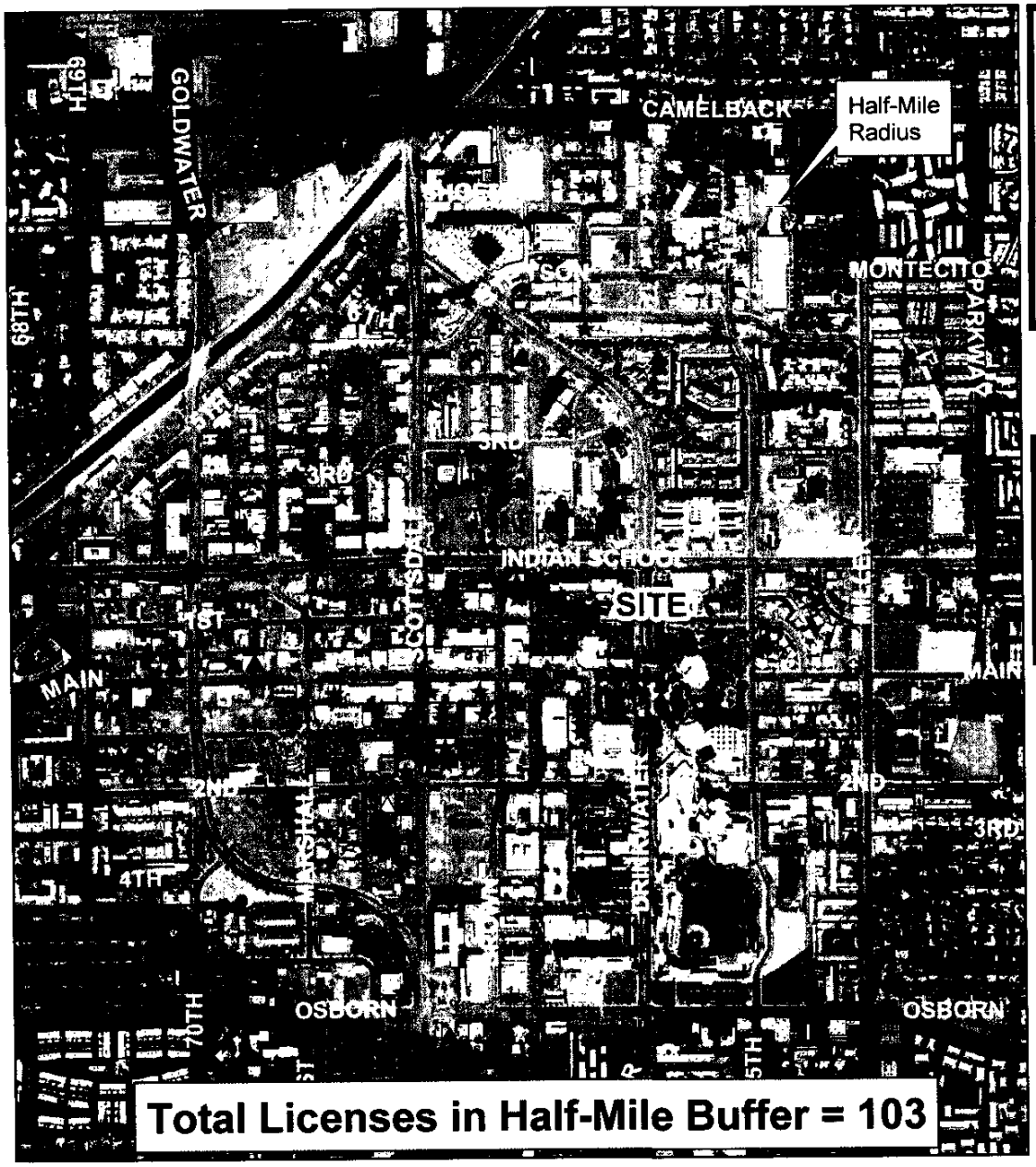
ATTACHMENT #1



40–LL–2003

Attachment #2

A Half-Mile School Rd.



Liquor License Count Within Half-Mile Radius by Series

- 2 - Wholesaler
- 22 - Bar
- 10 - Beer / Wine Bar
- 5 - Liquor Store
- 4 - Beer / Wine Store
- 3 - Hotel Motel
- 56 - Restaurant
- 1 - Private Club

Legend

- Public School
- Private School
- Faith Communities

N W E S

0 550 1,100 2,200 Feet

1 inch equals 982.51 feet

40-LL-2003

Attachment #3

Planning & Development Services

liquor licenses.mxd
Printed 5/28/03
Created By: Brian Hancock
Source: City of Scottsdale

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECEIVED
MAY 2 2003
CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

40-CC-2003

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:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 12 12075518

1. Type of License: Restaurant
2. Total fees attached: $ ~~12075518~~ 100.00

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. NYSTROM (Last) BRIAN (First) WILLIAM (Middle)
   (Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: MKB, LLC SCOTTSDALE
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: JACQUELINES MARKETPLACE & CAFE
   (Exactly as it appears on the exterior of premises)
4. Business Address: 7303 E. INDIAN SCHOOL RD. (Do not use PO Box Number) SCOTTSDALE (City) MARICOPA (COUNTY) 85251 (Zip)
5. Business Phone: (480) 947-8777 Residence Phone [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: [redacted] (City) [redacted] (State) [redacted] (Zip)
8. Enter the amount paid for a 06, 07, or 09 license: $ ~~55,000~~ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: AE Date: 5/15/03 Lic. # 12075518

Fees: 100.00 (Application) ____ (Interim Permit) ____ (Agent Change) ____ (Club) ____ (F. Prints) $____ (TOTAL)

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

:CTION 5 Interim Permit:

If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

There MUST be a valid license of the same type you are applying for currently issued to the location.

Enter the license number currently at the location. _____

Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

:TACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

_____, declare that I am the CURRENT LICENSEE of the stated license and
(Print full name)
ation . I have read this application and the contents and all statements are true, correct and complete.

_____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____.
Day of Month Month Year

/ commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

:CTION 6 Individual or Partnership Owners:

CH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

Individual:

ıst	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

ıeral-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]					
☐ ☐	[redacted]				[redacted]	
☐ ☐						
☐ ☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: MKB LLC SCOTTSDALE
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: 2-23-01 State where Incorporated/Organized: COLORADO

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: R-1044217-3 Date authorized to do business in AZ: 9-5-02

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
NYSTROM	MARK	WILLIAM	MEMBER	[redacted]	
NYSTROM	KRISTINE	BAIRD	MEMBER	[redacted]	
NYSTROM	BRIAN	WILLIAM	MEMBER	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
NYSTROM	MARK	WILLIAM	60 %	[redacted]	
NYSTROM	KRISTINE	BAIRD	30 %	[redacted]	
NYSTROM	BRIAN	WILLIAM	10 %	[redacted]	
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Current Licensee's Name: _____
xactly as it appears on license) Last First Middle

Assignee's Name: _____
Last First Middle

License Type: _____ License Number: _____ Date of Last Renewal: _____

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.

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

Person to administer this license: _____
Last First Middle

Assignee's Name: _____
Last First Middle

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

ECTION 11 Person to Person Transfer:

iestions to be completed by CURRE[redacted] Bars and Liquor Stores ONLY).

Current Licensee's Name: _____ Entity: _____
xactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

Current Business Name: [redacted] _____
[redacted] appears on license)

Current [redacted] _____

[redacted] _____

License Type: _____ License Number: _____ Last Renewal Date: _____

Current Mailing Address (other than business): _____

_____

Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

Brian Nystrom, declare that I am the CURRENT LICENSEE of the stated license. I have read this
(Print full name)
plication and the contents and all statements are true, correct and complete.

(Signature of CURRENT LICE[illegible])

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 8 day of April, 2007.
Day of Month Month Year

commission expires on: 1/28/07

(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 and Address: (Exactly as it appears on license) _____

2. New Business Name and Address: (Do not use PO Box Number) _____

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1760 ft. 1400 Name/Address of school: SCOTTSDALE METHODIST SCHOOL 4140 N. MILLER SCOTTSDALE, AZ 85266
(Regardless of distance)

2. Distance to nearest church: 1760 ft. 2105 Name/Address of church: OUR LADY OF PERPETUAL HELP CHURCH 3800 N. MILLER SCOTTSDALE, AZ 85262
(Regardless of distance)

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: BROOKS BUILDING, INC 2940 N. 67TH PLACE #6 SCOTTSDALE, AZ 85251

4a. Monthly rental/lease rate $ 10,705. What is the remaining length of the lease? 6 yrs. — mos.

4b. What is the penalty if the lease is not fulfilled? $ 792,170 or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ Ø

Does any one creditor represent more than 10% of that sum? ☐ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) RESTAURANT.

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 # 07070692 (Exactly as it appears on license) Name BRIAN WILLIAM NYSTROM, AGENT MKB, LLC SCOTTSDALE, OWNER

ECTION 14 Restaurant, or Hotel-Motel Applicants:

Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

NYSTROM (Last) BRIAN (First) WILLIAM (Middle) and license #: 07070692

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. Section 4-203.01; and complete Section 5 of this application.

All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

Do you understand that 40% of your annual gross revenue must be from food sales? ☒ YES ☐ NO

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

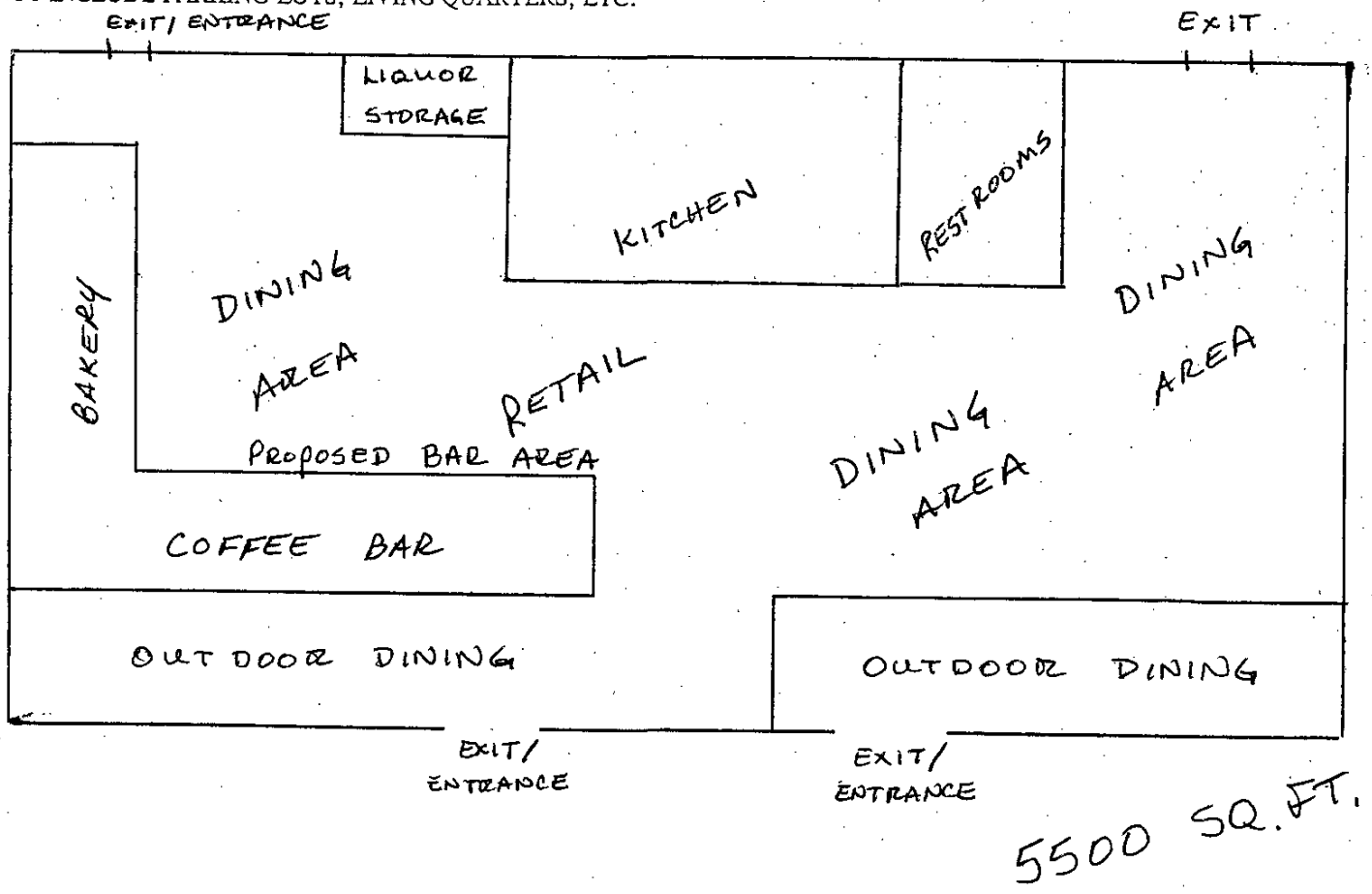
Check ALL boxes that apply to your licensed premises:

- ☒ Entrances/Exits
- ☐ Drive-in windows
- ☐ Service windows
- ☒ Liquor storage areas
- ☐ Patio enclosures
- ☐ Under construction: estimated completion date _____

Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



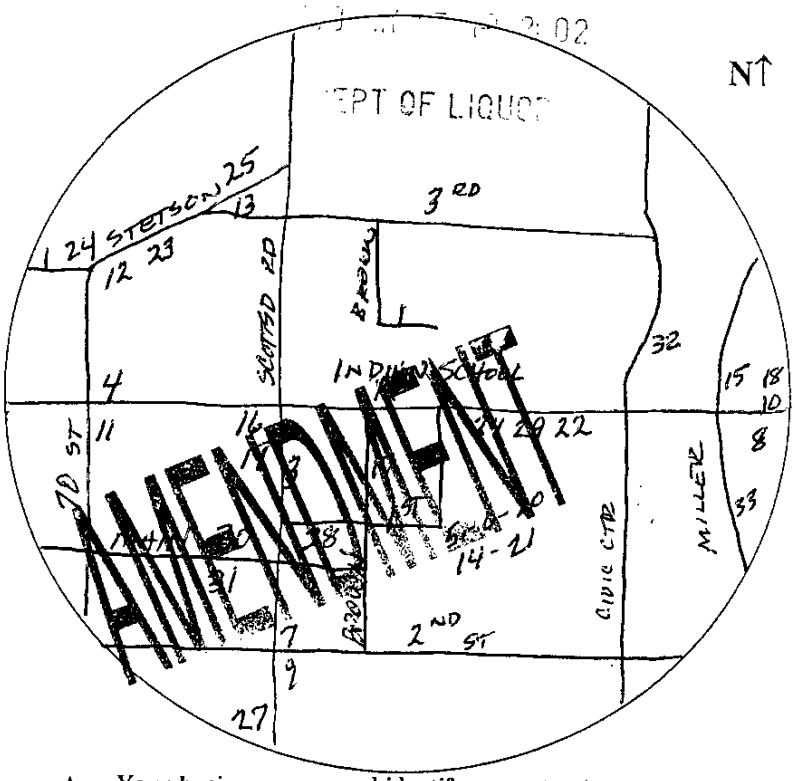
OU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, NTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, BRIAN WILLIAM NYSTROM, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making this
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Brian William Nystrom
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
9 day of May, 2003.
Day of Month Month

Year

My commission expires on: MATTHEW PHILIP PASQUINELLI NOTARY PUBLIC ARIZONA MARICOPA COUNTY My Commission Expires January 28, 2007

(Signature of NOTARY PUBLIC)

LIC #	NAME	ADDRESS
06	ANDERSONS FIFTH ESTATE	1
07	ARCADIA FARMS	2 4231 N BROWN AVE SCOTTSDALE
06	AXIS & RADIUS	3 7340 INDIAN PLAZA SCOTTSDALE
12	AYAKO OF TOKYO	4 7042 E INDIAN SCHOOL RD SCOTT
12	BACKSTAGE RESTAURANT	5 7373 SCOTTSDALE MALL SCOTT
12	AZ 88	6 7353 SCOTTSDALE MALL SCOTT
12	BANDERA	7 3821 N SCOTTSDALE RD SCOTT
09	BASHAS	8 8035 E INDIAN SCHOOL RD SCOTT
06	BILLET BAR	9 3752 N SCOTTSDALE RD SCOTT
09	CIRCLE K	10 8140 E INDIAN SCHOOL RD SCOTT
06	COACH HOUSE TAVERN	11 7011 E INDIAN SCHOOL RD SCOTT
12	COWBOY CIAO	12 7133 E STETSON DR SCOTT
06	DJ OF SCOTTSDALE	13 7320 E STETSON DR SCOTT
12	FAMOUS DOOR	14 7419 E INDIAN PLAZA SCOTT
09	FRYS	15 7628 E INDIAN SCHOOL RD SCOTT
12	FUDD RUCKERS	16 7145 E INDIAN SCHOOL RD SCOTT
06	GRAPEVINE	17 4013 N BROWN RD SCOTT
12	ITALIAN DELIGHT	18 8040 E INDIAN SCHOOL RD SCOTT
12	ITALIAN GROTTO	19 3915 N SCOTTSDALE RD SCOTT
06	J CHEW AND CO	20 7320 SCOTTSDALE MALL SCOTT
12	JEWEL OF THE CROWN	21 7373 SCOTTSDALE MALL SCOTT
12	JULIO G	22 7633 E INDIAN SCHOOL RD SCOTT
06	KAZIMIERZ WORLD WINE	23 7137 E STETSON DR SCOTT
06	MADISONS	24 7108 E STETSON DR SCOTT
06	MALONEYS	25 7318 E STETSON DR SCOTT
11	OLD TOWN HOTEL	26 7353 E INDIAN SCHOOL RD SCOTT
12	OREGANOS	27 3622 N SCOTTSDALE RD SCOTT
12	PISCHKES PARADISE	28 7217 E 1st ST SCOTT
12	SUEDE	29 7333 E INDIAN SCHOOL RD SCOTT
12	TONY ROMA	30 4218 N SCOTTSDALE RD SCOTT
06	VOODOO LOUNGE	31 4228 N SCOTTSDALE RD SCOTT

32 SCOOTSDALE METHODIST SCHOOL 4140 N MILLER RD
SCOTTSDALE AZ

33 OUR LADY OF PERPETUAL HELP CHURCH

3800 N MILLER RD
SCOTTSDALE AZ

DLC
2001 APR 17 P 3:04
DEPT OF LIQUOR
2001 APR 17 P 1:21
DEPT OF LIQUOR

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

APR 17 P 1:21
DEPT OF LIQUOR
MAY 15 P 2:02
DEPT OF LIQUOR

RESTAURANT OPERATION PLAN

LICENSE # ~~07070692~~

1. List by Make, Model and Capacity of your :

Grill	BLODGETT 24 x 40
Oven	BLODGETT 15 CU. FT.
Freezer	LARKIN 8 x 10
Refrigerator	LARKIN 8 x 10 (2)
Sink	KOHLER - MULTIPLE SINKS / PREP / KITCHEN
Dish Washing Facilities	PRO-CLEAN
Food Preparation Counter (Dimensions)	4 x 8
Other	

2. Print the name of your restaurant: JACQUELINES MARKETPLACE & CAFE

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

   a. **Restaurant area** of your premises [5000]

   b. **Bar area** of your premises [+ 500]

   c. **Total area** of your premises [5500]

5. What type of dinnerware and utensils are utilized within your restaurant?
   ☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☒ Yes 10 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 90 %

***Disabled individuals requiring special accommodations, please call the Department.**

8. Does your restaurant Contain any games or television? ☐ Yes ☒ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

SEE ATTACHED

I, Brian Nystrom, hereby declare that I am the APPLICANT filing this application. I have read theis application and the contents and all statements true, correct and complete.
(Print full name)

X Brian Nystrom
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 8 day of April, 2003.
Day of Month Month Year

My commission expires on:: 1/28/2007

(Signature of NOTARY PUBLIC)

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

Pay Perio(

Dept: 601 1B - BUS/DISHWASHERS - JACQS

5.15	ALCANTAR	LUIS
5.15	LOPEZ	LUCAS
7.25/10.00	MACHUCA	AUGUSTIN
5.15	REYES-AVELAR	ELPIDIO
5.15	VAZQUEZ	LUCAS
5.15	VILLANUEVA-R	FERNANDO

DEPT 601> REG HOURS:

Dept: 603 1C - COOKS - JACQUELINES

8.00	CHRISTENOT	AMOS
7.50	HERNANDEZ	GAUDENCIO
10.00	MARSH	TAMMY
7.50	OROSCO-PEREZ	JUAN
7.00	REBOLLAR	RUBEN
7.75	VILLANUEVA-M	JUAN M

DEPT 603> REG HOURS:

Dept: 605 1H - HOST/HOSTESS/DELI - JACQS

8.00/2.13	KRAMER	NONA
7.00	PRATT	AUDRA

DEPT 605> REG HOURS:

2003 MAY 15 P 2:09
DEPT OF LIQUOR
2003 APR 17 P 1:2
DEPT OF LIQUOR

Dept: 60 S - SERVERS - JACQUELINES

2.13	BELLIVEAU	CHERYL
2.13/7.00	BOER	DANELLE
2.13/8.00	CASALE	SARAH M
2.13	CASE	JULIA
2.13	de NAS de TOURRIS	THIERRY
2.13	HUDSON	MARK
2.13/7.00	MCLAIN	SARA
2.13/8.00	SHEAHAN	DAN
2.13	SIMMONS	DAVID
2.13	GOODMAN	REBEKKA

DEPT 605> REG HOURS:

Dept: 617 1P - PASTRY/COFFEE - JACQS

6.25	MORSE	ANJULI
7.00	PERKINS	HEATHER
8.50	PRIMACK	MARVE A

DEPT 617> REG HOURS:

MAY 15 P 2:03
EPT OF LIQUOR

03 MAY 15 P 2:03

DEPT OF LIQUOR

DEPT 619	60 - JACQUELINES MANAGEMENT	
30,000	ENGLAND	PAUL

Welcome

A 20 year landmark in Old Town Scottsdale, Jacqueline's Marketplace & Cafe, offers many unique experiences under one roof.

The Cafe offers full service dining featuring creatively prepared fresh foods for breakfast and lunch in a Southwest bistro atmosphere with year round patio seating.

The Espresso bar is a perfect setting for casual conversation or a quick jump start on a busy day with one of our muffins, voted *'Arizona's Best' by New Times.*

The Bakery can tempt anyone with freshly baked cakes, pies, tortes, cobblers, cookies and brownies.

The Marketplace, a mecca for 'Made in Arizona' and Southwest specialty foods, wine, beer and gifts is a shoppers paradise. Better yet, let us create a customized gift basket, a Jacqueline's hallmark for years.

As you can see, Jacqueline's is unique! We are glad you came to visit us and savor our very special flavors and ambience.

Please Ask About Our Catering Menu and Private Party Availability

7303 East Indian School Road
Scottsdale, Arizona 85251
Phone: 480.947.8777

Open Daily from 6:30 am - 3:00 pm

Jacqueline's Marketplace & Cafe Custom Gift Baskets

A mecca for 'Made in Arizona' and Southwest specialty foods, wine, beer and gifts.
We would be pleased to create a custom made gift basket for any special celebration, holiday or occasion.

Owners - Mark & Kris Nystrom
Operations Manager - Brian Nystrom • General Manager - Zabe P. James
Chef - Paul England

Split Plate Charge: $2.00
18% gratuity added to parties of 8 or more.
American Express, MasterCard, Visa accepted. Personal checks not accepted.

*This establishment has eggs & burgers which may be ordered well, medium or rare.
Eating undercooked eggs or meat may contribute to food borne illness.

Jacqueline's
Marketplace & Café

7303 East Indian School Road
Scottsdale, Arizona 85251
480.947.8777

Open Daily from 6:30 am - 3:00 pm

Beverages

	Medium	Large
Freshly Squeezed Orange and Grapefruit, Apple, Cranberry or V8	1.79	2.29
China Mist Traditional Iced Tea		1.79
China Mist Flavored, Herbal or Green Tea		1.79
Sonora Desert Root Beer		1.99

Fresh Lemonade	2.29
Milk	1.99
Snapple	1.79
Soft Drinks	1.79
Sobe	1.99

From the Espresso Bar

Freshly ground and brewed from the bean daily.
Jacqueline's Signature Colombian Blend, Regular or Decaf
Costa Rican Flavored Gourmet Coffee

	Single	Double
Cappucino	1.99	2.79
Espresso	1.79	2.59
Cafe Latte	1.99	2.79
Cafe Borgia Espresso, orange froth, milk and a splash of chocolate	2.59	3.59

	Single	Double
Machiato Espresso and dense froth.	1.99	2.79
Cafe Mocha (hot or iced)	2.59	3.59
Cafe Au Lait Half hot milk and half coffee. W/chocolate milk add .20		1.99
Chai		2.59

Costa Rican Flavored Gourmet Coffee available by the pound.
Regular 9.99 lb. Decaf 11.99 lb.

Specialty Drinks

Hermosa	6.00	Jackie's favorite eye opener! Sparkling Imperial Kir and fresh orange juice.
Mimosa	6.00	Classic Breakfast refresher. Champagne and fresh orange juice with a strawberry.
Bellini	6.00	Silky smooth peach nectar poured over a flute of champagne.
Frappe Rage	4.29	Frozen blend of espresso flavored with Tahitian vanilla, African Forestero cocoa or Colombian coffee.
Xocolatl (Zo-ko-latl)	2.59	Aztecan ceremonial hot chocolate laced with cocoa liqueur, vanilla, almond and cinnamon.
Mocha Shake	4.99	Cappucino ice cream, Espresso and chocolate syrup.
Smoothie	4.99	Strawberry banana, peach or very berry.

Wine & Beer

Chardonnay - Bright, citrus flavor with green apple around the edges. Finishes clean and crisp. Pair with poultry, seafood or omelettes.
Pinot Noir - Light bodied, French style red, with soft tannins and touches of cherry and cola. Pair with grilled fish, light meats or hearty omelettes.
White Zinfandel - Refreshing light blush with a hint of strawberry & a touch of sweetness. Perfect summertime wine. Pair with poultry, ham, cheese or fruit.
Sparkling Brut - Classic interpretation of French Champagne with a floral bouquet, creamy body and lingering aftertaste of fresh baked bread and wildflower.
Pinot Grigio - Classic off dry Italian style wine with a slightly fruity nose, pale straw color and soft finish. Pair with salad, fruit or cheese.
Merlot - Soft delicate flavor with hints of black cherry, blueberry and raspberry combined to create a velvet finish. Pair with beef, vegetables or quiche.
Desert Sangria - A winemaker's fantasy. This party style sangria is packed with sunny Arizona flavors. The ultimate brunch wine. Pair with spicy and hearty dishes.
Imperial Kir - Fall in love with this outrageously delightful raspberry infused sparkling wine. We dare you to try this with anything chocolate!

Jacqueline's Signature
Glass 6.00 Bottle 24.00

Premium Beer 3.25
Corona, Heineken, Michelob, Pacifico

Domestic Beer 3.00
Budweiser, Bud Light, Coors Light, Miller Light

Arizona Microbrews 3.25
Sonora Brewing Top Down Red Ale

From the Bakery

Available from your server, in the Espresso Bar or to go.
Fresh made every morning by our bakers

MUFFIN 1.99
Voted 'Best of Phoenix' by New Times

Choose from:
Banana Walnut • Blueberry Bran • Carrot • Raspberry Streusel • Zucchini • Raisin Bran • Morning Glory • Cranberry Lemon Poppy Seed • Chocolate Chip • Blueberry Streusel • Cherry Streusel • Cranberry Oat Bran • Apple Pear Streusel and other seasonal favorites.
Lo-fat Blueberry Banana or Lo-fat Peach or Mixed Berry.

JACQUELINE'S CHEESECAKE 4.99
New York style cheesecake baked in an Arizona pistachio studded chocolate graham cracker crust.
Top with chocolate or mixed berries.

FRUIT COBBLER 4.99
Selected seasonal fruits caramelized with brown sugar and baked to bubbling perfection with a buttermilk sweet crust.
Top with vanilla Häagen-Dazs.

CHOCOLATE ANCHO PECAN FLOURLESS MOCHA TORTE 4.99
Dense and decadent chocolate torte with Ancho chile and espresso topped off with caramelized pecans embedded in a berry sauce.
Served with a scoop of vanilla Häagen-Dazs. A chocoholic's delight!

JACQUELINE'S BLACK FOREST CAKE 4.99
Layered white chocolate cheesecake and chocolate genoise covered with chocolate flake, whipped cream icing and cherry compote.

CARROT CAKE 4.99
Jacqueline's version of this classic is 3 layers of dense carrot cake complimented with a rich cream cheese frosting and caramelized pecans.

Sweet Indulgences

COOKIES 1.99
'Jackie's home recipes of fresh baked goodness'
Chocolate Chip, Oatmeal, White Chocolate & Macadamia Nut, Peanut Butter, Oatmeal Raisin & Cowboy.

BROWNIES DEL MERCADO 2.39
Chewy dense chocolate treat made with Xocolatl cocoa, prickly pear pecans and chocolate chips topped with powdered sugar.
With Häagen-Dazs, whipped cream and chocolate or flavored syrup, add 2.00

SUPREME BARS *'A Marketplace Specialty!'* 1.99
Raspberry or Apricot baked on an oatmeal walnut cookie base and a crunchy top or chocolate melted between a moist, chewy peanut butter cookie base and top.

TRUFFLES 1.99
The ultimate indulgence for candy lovers! Creamy flavored centers with milk, dark or white chocolate coatings melt in your mouth. Made by a local confectioner assures you of the freshest product possible. Check out the many flavors at our candy counter.

Jacqueline's Breakfast

Gentle Awakenings

THE DAY STARTER 4.29
Two eggs cooked to order*, with fresh rosemary-garlic potatoes and toast.

DOCTOR'S CHOICE 5.99
No cholesterol/no fat eggs, scrambled with vegetables served with whole wheat toast. With chicken add 2.59

YOGURT AND GRANOLA 5.29
Low-fat yogurt, granola, honey and blueberries

CONTINENTAL BRUNCH 6.79
A bowl of fruit served with a muffin, juice and coffee.

EUROPEAN BRUNCH 8.99
Seasonal fruits with Brie, Swiss, Smoked Mozzarella and Goat cheeses with a blue corn muffin.

Cereals

GRANOLA	2.99	ROASTED 7 GRAIN	3.59
CEREAL	2.59	HOT OATMEAL	2.59

with fruit add .79

From the Grill

WHOLE WHEAT PANCAKES
Single 2.59 Short 3.59 Full 4.59

BELGIAN WAFFLE 5.29
Served with butter & syrup or whipped cream.
Bananas, Blueberries, Wheat Germ, Walnuts, Raisins, Caramelized Pecans, Chocolate Chips add .79 per item

CINNAMON ROLL FRENCH TOAST 6.29
Our fresh made cinnamon rolls, dipped in orange liqueur egg batter and grilled golden brown. Topped with chunky apple-raisin compote and dusted with powdered sugar.
Real Maple Syrup 1.99

Hearty Specialties

SUNRISE BENEDICT 7.29
Smoked turkey and guacamole on a toasted English muffin topped with poached eggs and Hollandaise sauce. Served with fresh rosemary garlic potatoes.

JACKIE'S BENEDICT 7.99
Crab, asparagus and roasted red pepper on toasted focaccia bread topped with poached eggs and green chile-Hollandaise sauce. Served with fresh rosemary garlic potatoes.

HUEVOS RANCHEROS 6.29
Three eggs, cooked to order* over blue corn tortillas served with Salsa Roja, Salsa Verde and black beans. Sprinkled with Cheddar or Monterey Jack Cheese. With chorizo, raspberry-chipotle chicken or green onion & tomato add 2.59

SANTA FE BREAKFAST BURRO 6.29
A tomato basil flour tortilla stuffed with scrambled eggs, black beans, Cheddar and Jack cheese, topped with Salsa Roja, green chile sauce and shredded cheese. Add bacon or ham: 1.29 Add chicken or chorizo: 2.59

STUFFED CROISSANT 5.99
Fresh made croissant filled with scrambled eggs and bacon or ham under melted Cheddar cheese. Served with rosemary garlic potatoes.

CORNED BEEF HASH 7.59
Our fresh made corned beef hash served with two eggs cooked to order*, sliced tomatoes and English muffin.

Split Plate Charge: $2.00

Marketplace Skillet

Start with a skillet of our fresh rosemary garlic potatoes, add your favorites from below, topped with Cheddar cheese and two eggs cooked to order* the way you like.

FRESH VEGETABLE 4.99

BACON AND ONION 5.99

HAM AND MUSHROOM 5.99

SOUTHWEST 6.59
Chorizo, red, green and yellow bell pepper, Cheddar cheese, salsa and guacamole.

EL POLLO VERDE 6.59
Spicy chicken and peppers with green chile sauce and Cheddar cheese.

Omelettes

Fluffy three egg omelettes served with fresh rosemary garlic potatoes and an English Muffin.

CHEESE 4.99
Monterey Jack and Cheddar cheese. With bacon or ham add 1.29
With Sicilian sausage add 1.59

GARDEN VEGETABLE 5.99
Loaded with sauteed seasonal vegetables and topped with Monterey Jack cheese.

DENVER 6.59
An all-time favorite, filled with a blend of smoked ham, bell pepper, onion, monterey jack and cheddar cheese.

SEAFOOD 7.99
Salmon, snow crab and shrimp, marinated with Sherry, topped with Hollandaise sauce, tomatoes and scallions.

MARKETPLACE 6.99
Chicken, Portabello mushrooms and roasted red pepper topped with green chile Hollandaise sauce.

JACQUELINE'S HARVEST 7.59
Smoked turkey, mushroom, onion, corn, spinach, water chestnut, cream cheese and Monterey Jack cheese under a blanket of Hollandaise sauce and diced tomato.

Frittatas

Three egg open open face creations served with fresh rosemary garlic potatoes and an English muffin.

MERCADO 7.29
Baked with onion and topped with our Mercado chicken chili, Cheddar and Monterey Jack cheese, sour cream, scallions, tomato and tri-color chips.

FLORENTINE 6.59
Spinach, mushroom, onion and bacon topped with Hollandaise sauce and diced tomato.

OAXACA 7.29
Chicken, artichoke hearts and tomato topped with sauteed bell peppers and smoked Mozzarella cheese.

On the Side

Toast	1.29	Sour Cream	.79
English Muffin	1.29	Hollandaise Sauce	.99
Canadian Bacon	2.99	Cup of Yogurt	1.79
Sicilian Sausage	2.99	Sliced Tomatoes	1.59
Corned Beef Hash	2.99	1 Egg	1.29
Side of Flour Tortilla	1.29	2 Eggs	1.99
Bacon or Ham	2.59		
Chorizo Sausage	2.99	Skillet Potatoes & Cheese	2.99
Large Bowl of Fruit	4.99	Fresh Rosemary Garlic Potatoes	1.99
Cup of Fruit	1.99	Substitute Egg Whites or Egg Beaters add 1.09	
Focaccia Bread	1.99	Substitute Cup of Fresh Fruit add 1.29	

Jacqueline's Signatures

All sandwiches served with choice of salad of the day, Marketplace slaw or Southwest potato salad.

PORTABELLO SANDWICH 7.99
Grilled Portabello mushroom, roasted red pepper, Goat cheese, Bermuda onion, tomato, spinach and pesto mayonnaise on focaccia.

TURKEY AND DOFINO 7.59
Breast of smoked turkey, Dofino cheese, avocado, cucumber, tomato, lettuce and champagne mustard on a fresh croissant.

QUICHE PRICED DAILY
Jacqueline's deep dish version of this classic egg recipe changes regularly and is served with fresh fruit.

FOCACCIA SANDWICH 7.99
Sliced breast of smoked turkey or smoked ham, red, green and yellow bell pepper, onions and melted Dofino and Swiss cheese with pesto mayonnaise and sprouts on focaccia.

SONORAN CLUB 8.29
Breast of smoked turkey, ham, bacon, smoked Mozzarella, spinach and tomato with pesto and chipotle mayonnaise stacked on 3 slices of grilled flatbread.

TURKEY BIALY 7.59
Smoked turkey, red onion, tomato, Swiss cheese and sprouts on a low-fat bialy with a side of honey mustard.

POT PIE PRICED DAILY
This traditional hearty stew, capped with a puff pastry, is served with our Mercado Casa Ensalada.

FOCACCIA MELT 7.59
Our fresh-made herb focaccia bread loaded with tuna salad, avocado, bacon and tomato under melted Dofino cheese, served with mixed field greens or Marketplace slaw.

From the Grill *Served from 11:00 Daily*

All sandwiches served with choice of salad of the day, Marketplace slaw or Southwest potato salad.

SANTA FE STRAW 7.99
Smoked turkey, bacon, green chiles, chipotle mayonnaise and Marketplace slaw on grilled sourdough with melted monterey jack and cheddar cheese.

SCOTTSDALE CHEESE STEAK 7.99
Shaved rib-eye roast, Portabello mushroom, red, green and yellow bell peppers and onion on grilled flatbread with chipotle-horseradish cream cheese and smoked Mozzarella.

CHICKEN FOCACCIA 8.29
Marinated grilled breast of chicken with roasted red bell pepper, artichoke hearts, red onion, spinach, Swiss cheese and chipotle mayonnaise on focaccia bread.

MEXI-CALI QUESADILLA 6.99
Sauteed spinach, mushroom, onion, bell pepper, green chiles and cheese folded in a tomato basil flour tortilla topped with chopped greens, guacamole, sour cream and salsa. With chicken, beef or seafood add 2.59

HAM AND ARTICHOKE BAGUETTE 7.59
Smoked ham and artichoke hearts topped with smoked Mozzarella and tomato, baked open-face on a fresh baguette, with chipotle-horseradish cream cheese.

FAJITAS 8.29
Marinated diced chicken breast or shaved rib-eye roast beef, onion and bell pepper with warm tomato basil flour tortillas, sour cream, guacamole, cheese, black beans and salsa.

MARKETPLACE BURGER* 6.99
A half pound ground sirloin patty on an onion roll with lettuce, tomato and onion. With cheese add .59; with bacon add 1.29

AJO CHICKEN PICANTE 8.29
Marinated grilled chicken breast on a baguette topped with bell pepper, onion, jack and cheddar cheeses, guacamole, sour cream and salsa.

DOUBLE CHICKEN CHILI BURGER 8.29
Charbroiled breast of chicken served open-face on an onion roll smothered with our Mercado chili, cheese, sour cream, scallions, diced tomato and tri-color chips.

Split Plate Charge: $2.00

Sandwiches

All sandwiches served with choice of salad of the day, Marketplace slaw or Southwest potato salad. Bread toasted upon request

TUNA SALAD 7.59
Albacore tuna, water chestnuts, avocado, lettuce and tomato on whole wheat.

HAM STACK 7.59
Smoked ham and Swiss cheese on an onion roll with lettuce, tomato and a side of honey mustard.

BLTA 7.29
Bacon, lettuce, tomato, avocado and dofino cheese with pesto mayonnaise on 3 slices of whole wheat toast.

EGG SALAD 6.29
Dilled egg salad with lettuce and tomato on whole wheat.

DELI COMBO 6.59
One half of any of these sandwiches with cup of soup of the day or our Mercado Casa Ensalada.

Salads

All salads served with our own blue corn muffin.

JACQUELINE'S CAESAR 6.99
Romaine lettuce tossed in our own dressing with tomato, hard-boiled egg, blue corn croutons and shredded Parmesan cheese.
With Raspberry Chipotle chicken or teriyaki salmon add 2.59

ORIENTAL CHICKEN 8.29
Teriyaki glazed chicken, bell pepper and onions served on spinach, broccoli, bean sprouts, water chestnuts and chow mein noodles with sesame dressing.

PICACHO CHICKEN 8.29
Chicken breast encrusted with chili seasoned Arizona Pistachios and Parmesan cheese on a bed of mixed field greens, diced Roma tomato, cucumber and red onion.

GREEK 6.99
Romaine lettuce, Kalamata olives, tomato, cucumber, red onion, bell pepper and Feta cheese with Greek dressing.

JACQUELINE'S COBB 8.29
Mixed field greens topped with diced Raspberry-Chipotle chicken, avocado, bacon, goat cheese and tomato.

MERCADO CASA ENSALADA 6.99
Field greens tossed with caramelized pecans, Mandarin oranges, red onion and blue corn croutons.
With Raspberry-Chipotle chicken or teriyaki salmon add 2.59

Dressings

Raspberry-Walnut Vinaigrette
Southwest Ranch
Jacqueline's Caesar
Balsamic Vinaigrette
Honey-Pommeroy Mustard
Greek

Vegetarian Salads

Half pound of Jacqueline's specialty salads served with a Mercado Casa Ensalada and our own blue corn muffin.
All Vegetarian Salads are pre-mixed with dressings and are served cold.

ASIAGO 6.99
Fusilli, snow peas, sweet peas and tomato tossed with Asiago pesto sauce.

TORTELLINI DE PABLO 6.99
Cheese filled tomato and spinach tortellini, sun-dried tomatoes, red bell pepper, mushroom and spinach tossed in balsamic vinaigrette.

GREEK PASTA 6.99
Penne pasta, Kalamata olives, tomato, red, green and yellow bell pepper, cucumber and Feta cheese tossed with Greek dressing.

GRILLED VEGETABLES 6.99
Grilled sweet potato, zucchini, eggplant, roma tomato, carrot, portabello mushroom, yellow squash & tomato tossed with roasted garlic and tomato vinaigrette.

Hearty Salads

Half pound of Jacqueline's specialty salads served with a Mercado Casa Ensalada and our own blue corn muffin.
All Hearty Salads are pre-mixed with dressings and are served cold.

SESAME CHICKEN 7.99
Chicken, Mandarin oranges, snow peas, celery and sesame seeds tossed with sesame oil, rice vinegar and soy sauce.

SOUTHWEST CHICKEN 7.99
Sliced chicken breast, corn, bell pepper, jicama, scallions, cilantro and avocado in lime oregano dressing.

WALDORF CHICKEN 7.99
Chunked grilled chicken breast, diced apples, celery, grapes, carrots and walnuts in a fruited mayonnaise.

CURRIED CHICKEN 7.99
Chunked chicken breast, out own curry sauce, celery and raisins.

CABO CHICKEN 7.99
Breast of chicken, red and green bell pepper, mandarin oranges and red onion tossed with a spicy peanut dressing and topped with fried onion strings.

THE SAMPLER PLATE 8.99
You pair one quarter pound of a Vegetarian salad and one quarter pound of a Hearty salad with a Mercado Casa Ensalada.
Served with our own blue corn muffin.

SALAD OF THE DAY
Our chefs prepare a different salad each day. Ask your server about today's creation!

Soups

SOUP OF THE DAY — Cup 2.59 Bowl 3.59
Always fresh and made from scratch. Ask your server about today's selection.

GAZPACHO — Cup 2.59 Bowl 3.59
A traditional Southwest chilled tomato and vegetable soup with a Jacqueline's twist.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

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

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. 205.02.G. For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.

2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print Licensee/Agent's Name):

Nystrom Brian William
Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County

of Maricopa

The foregoing instrument was acknowledged before me this

X [signature] BN
(Signature of Licensee/Agent)

15 day of April, 2003
Day of Month Month Year

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

My commission Expires on: 1 28 07
Day of Month Month Year

[signature]
(Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 1207558
(If the location is currently licensed)

1. Check appropriate box → ☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: NYSTROM (Last) KRISTINE (First) BAIRD (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: CO
(This Will Not Become a Part of Public Records)

4. Place of Birth: FT. WORTH (City) TX (State) USA (Country) (not county) Height: 5'4" Weight: 130 Eyes: HZL Hair: BL

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: NYSTROM (Last) MARK (First) WILLIAM (Middle) _____ (Maiden) Date of Birth: 1-18-56
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? COLORADO If Arizona, date of residency: _____

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: JACQUELINES MARKETPLACE CAFE Premises Phone: (480) 947-8777

11. Licensed Premises Address: 7303 E. INDIAN SCHOOL RD (Street Address) SCOTTSDALE (City) MARICOPA (County) 85251 (Zip)
(Do not use PO Box #)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
2-98	CURRENT	OWNER / RETAIL	AT HOME IN TELLURIDE 137 E COLORADO TELLURIDE CO 81435

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
5-98	CURRENT	OWN	[redacted]	[redacted]		

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, answer #14a below. If NO, skip to #15. ☐YES ☒NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☒NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐YES ☒NO

19. H[redacted] *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐YES ☒NO

20. Are you NOW or have you [redacted]rship, been a controlling pers[redacted], director, or manager on *any other liquor license* in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] **Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24**

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. D[redacted] licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, KRISTINE BAIRD NYSTROM, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 9 day of May, 03
Day of Month Month Year

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

08 07
Day of Month Month Year

(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] County of_____
The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day of Month Month Year

My commission expires on:_____
Day of Month Month Year

(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

AE 01042518

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075518
(If the location is currently licensed)

1. Check appropriate box → ☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☒ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☒ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: NYSTROM (Last) BRIAN (First) WILLIAM (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: WACO (City) TX (State) USA (Country) (not county) Height: 5'10" Weight: 160 Eyes: BL Hair: BR

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: _____ Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1-02

8 Telephone number to contact you during business hours for any questions regarding this document [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: JACQUELINES MARKETPLACE CAFE Premises Phone: (480) 947-8777

11. Licensed Premises Address: 7303 E. INDIAN SCHOOL RD (Street Address (Do not use PO Box #)) SCOTTSDALE (City) MARICOPA (County) 85251 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1-02	CURRENT	MKB, LLC - MEMBER	MKB, LLC 137 E COLORADO TELLURIDE, CO 81435
1-98	1-02	STUDENT	TEXAS TECH UNIVERSITY

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1-02	CURRENT	RENT	[redacted]	[redacted]		
1-98	1-02	RENT	4515 71ST #1514	LUBBOCK	TX	7942[illegible]

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐YES ☒NO

19. H[redacted] *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐YES ☒NO

20. Are you NOW or have you [redacted] been a controlling per[redacted] director, or manager on *any other liquor license* in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] **Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24**

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. [redacted] licensee? ☐ YES ☒ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☒ NO If "yes", attach a copy of such agreement

24. I, BRIAN WILLIAM NYSTROM, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)
I have read this questionnaire and the contents and all statements are true, correct and complete.

Brian William Nystrom
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
9 day of May 2007
(Day of Month) (Month) (Year)

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

My commission expires on: _____
Day of Month Month Year

(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] State of [redacted] County of_____
The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month) (Month) (Year)

My commission expires on:_____
Day of Month Month Year

(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

SOCIAL SECURITY AND BIRTHDATE INFORMATION IS CONFIDENTIAL BY LAW AND CANNOT BE DISSEMINATED TO THE PUBLIC

Read Carefully , this instrument is a sworn document. Type or print with black ink

An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License # 12075518
(If the location is currently licensed)

1. Check appropriate box →

☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: NYSTROM (Last) MARK (First) WILLIAM (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: CO
(This Will Not Become a Part of Public Records)

4. Place of Birth: WACO (City) TX (State) USA (Country) (not county) Height: 6'2" Weight: 220 Eyes: BL Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone [redacted]

6. Name of Current or Most Recent Spouse: NYSTROM (Last) KRISTINE (First) BAIRD (Middle) (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? COLORADO If Arizona, date of residency: _____

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: JACQUELINES MARKETPLACE CAFE Premises Phone: (480) 947-8777

11. Licensed Premises Address: 7303 E. INDIAN SCHOOL RD (Street Address) SCOTTSDALE (City) MARICOPA (County) 85251 (Zip)
(Do not use PO Box #)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
9-02	CURRENT	OWNER / RESTAURANT	JACQUELINES 7303 INDIAN SCHOOL SCOTTSDALE, AZ 85251
2-98	9-02	OWNER / RETAIL	AT HOME IN TELLURIDE 137 E. COLORADO TELLURIDE, CO 81435

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
5-98	CURRENT	OWN	[redacted]	[redacted]		

Disabled individuals requiring special accommodations please call (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 8 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor *APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined* in this or any other state? ☐ YES ☒ NO

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? [redacted] ☐ YES ☒ NO

20. Are you NOW or have you EVER held ownership, been a controlling person , been an officer, member, director, or manager on *any other* [redacted] ly other state? [redacted] ☐ YES ☒ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

[redacted] ger box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] t or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MARK WILLIAM NYSTROM, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Mark William Nystrom
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 9 day of May, 2003.
(Day of Month) (Month) (Year)

MATTHEW PHILIP PASQUINELLI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
January 28, 2007

My commission expires on: 1 (Day of Month) (Month) (Year)

(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] County of _____
The foregoing instrument was acknowledged before me this

X_____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month) (Month) (Year)

My commission expires on:_____ _____
Day of Month Month Year (Signature of NOTARY PUBLIC)

CITY COUNCIL REPORT

MEETING DATE: 07/02/2003 ITEM NO. 9 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

World Affairs Council contract for international visitor services

REQUEST

Authorize Contract # 2003-119-COS, for $27,540 in FY 2003-04 and $28,230 in FY 2004-05, with the World Affairs Council of Arizona, Inc., to assist international visitors, provide protocol services and provide office space for the Scottsdale Sister City Committee.

Related Policies, References:
Contract #2001-091-COS, a similar contract, was approved by the City Council on June 18, 2001. That contract expires on June 30, 2003.

BACKGROUND

The non-profit World Affairs Council (WAC) was founded in 1964 and moved from Phoenix to Scottsdale in the 1980s. Scottsdale has contracted with the WAC since 1994 to provide protocol services for international visitors to the city and schedule visits as the local arm of the National Council for International Visitors, affiliated with the U.S. State Department. The WAC also provides office space and equipment and limited services for the Scottsdale Sister Cities Committee.

In 2001, the National Council for International Visitors and its local affiliates were nominated for the 2001 Nobel Peace Prize for their volunteer work in international relations.

During the past two years, the WAC has exceeded its contractual obligation to bring at least 350 international visitors to Scottsdale. In the current fiscal year, the organization brought 450 visitors from nations around the world, including Uruguay, Brazil, Russia, Korea, the People's Republic of China, Denmark, Poland, Indonesia and Australia.

ANALYSIS & ASSESSMENT

This action would continue the city's contract with the WAC to assist international visitors traveling to Scottsdale under U.S. State Department programs, provide protocol services to the city and provide office space for the Sister Cities program.

The proposed contract is for the same services provided by the WAC for the past two years. The contract amount was for $26,000 for the 2001-02 Fiscal Year and $27,000 for the 2002-03 Fiscal Year. The increases in the proposed contract amounts for FY 2003-04 and FY 2004-05 are based on inflation rates of 2 and 2.5 percent, respectively, as recommended in the city's budget manual.

Under the contract, WAC must bring at least 350 international visitors a year to Scottsdale. If the WAC meets those minimum obligations, the economic impact is

Action Taken _____

expected to exceed $310,000 annually, based on average daily expenditure estimates provided by the Economic Vitality Department. The economic impact of their activities during the current fiscal year is conservatively estimated at more than $400,000, based on their bringing 450 international visitors to the city who stay an average of five nights.

There are other intangible benefits. Because of the WAC's presence in Scottsdale, visitors from foreign governments stay in the city, tour Scottsdale facilities, businesses and organizations, visit with local business operators, elected officials, government staff and others to learn about economics, business, law, local government and other facets of life in the United States. They establish local connections while they are here.

Because it provides office space, meeting rooms and office equipment for the Scottsdale Sister Cities Committee, the WAC also supports the continuation of the Sister Cities program and the city's relationships with its four Sister Cities. The city has a contract with the Sister Cities Commission to provide $10,000 to support the Sister Cities Committee, primarily to provide part-time clerical support for the organization.

Recent staff action.
WAC submits quarterly reports to the city staff under its present contract. The organization has met or exceeded the requirements of the contract.

Contract process and terms.
This is a sole-source contract exceeding $20,000. Under purchasing guidelines, such contracts require City Council approval. No other organization in Scottsdale provides the types of services offered by the WAC. This organization is the only local affiliate of the National Council for International Visitors, which is affiliated with the U.S. State Department.

The contract requires the WAC to continue submitting quarterly reports on its activities, as well as a report to the City Council in January of 2005. At that time, WAC would need to indicate whether it will seek a new contract with the City..

Community involvement.
The WAC is a non-profit organization, which involves about 150 Scottsdale volunteers in its activities annually. This contract also provides office space for the Sister Cities Committee, another community-based organization.

RESOURCE IMPACTS

Available funding.
Funding for this contract in the amount of $27,540 has been included in the 2003-04 Fiscal Year budget for the Office of the Mayor and City Council. The contract would not be renewed if the City Council approves no funding for it in the 2004-05 budget.

Future budget implications.
The second year of this contract calls for an increase of 2.5 percent to a total amount of $28,230.

Staffing, workload impact. Administration of this contract requires no new staff resources. The WAC contract provides services that the city staff would not otherwise be able to provide for international visitors. This service requires nominal support from the city staff.

OPTIONS & STAFF RECOMMENDATION

The City Council could choose any of the following options:

Description of Option A:
Fund the WAC at the suggested level of $27,540 for FY 2003-04 and $28,230 for FY 2004-05.

Description of Option B:
Fund the WAC at a lower amount. The organization would either need to cut services or find other funding sources.

Description of Option C:
Provide no city funding for WAC. Under this scenario, the organization would need to see private funds to make up the difference, seek funding from other government sources or scale back its operations.

Description of Option D:
Fund the WAC at the same amount but for a shorter amount of time. An annual contract reviewed by the City Council each year would be one such option.

Recommended Approach:
The staff recommends Option A, the proposed two-year contract with the WAC for services through June 2005.

RESPONSIBLE DEPT(S)

General Government, Office of the Mayor and City Council

STAFF CONTACT(S)

Jeff Kulaga, Executive Assistant, (480) 312-7496, jkulaga@ScottsdaleAZ.gov
Pat Dodds, Public Affairs Officer, (480) 312-2336, pdodds@ScottsdaleAZ.gov

APPROVED BY

Jeff Kulaga — 6/11/03
Jeff Kulaga
Executive Assistant
jkulaga@ScottsdaleAZ.gov, (480) 312-7496
Date

Ed Gawz — 6/11/03
Janet Dolan
City Manager
jdolan@ScottsdaleAZ.gov, (480) 312-2422
Date

ATTACHMENTS

1. Contract # 2003-119-COS

Contract No. 2003-119-COS

CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this ~~1st~~ 2nd day of July, 2003, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and the World Affairs Council of Arizona, Inc., a non-profit Arizona corporation, hereinafter referred to as "Consultant".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services;

WHEREAS, the City desires to contract for protocol services, cross-cultural assistance, assistance with cultural exchange programs affiliated with the U.S. Department of State and assistance in supporting the Scottsdale Sister Cities program; AND.

WHEREAS, Consultant is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

Consultant shall perform the following services and meet the following requirements:

A. Develop and administer programs designed to promote business and social contacts between Americans and foreign visitors.

B. Assist Scottsdale officials when meeting foreign counterparts and arrange cross-cultural training sessions and seminars.

C. Manage a volunteer program to host international visitors.

D. Provide office space and phone answering services during regular business hours for Scottsdale Sister Cities, Inc., a private, not-for-profit organization whose mission is to promote Scottsdale as a leader in the areas of international friendship and goodwill.

E. Provide the City of Scottsdale with information and training on protocol, cross-cultural communications and business negotiations, including, but not limited to, business card translation services, monetary exchange information and other travel information.

F. Respond to international visitor requests for information on Scottsdale.

G. Submit documentation to the Contract Administrator demonstrating the consultant will have brought at least 350 international visitors to Scottsdale on an annual basis, or prorated accordingly.

H. Submit an Annual Performance Report. Within thirty days after the close of the City's fiscal year, the Consultant will submit to the Contract Administrator a report on the performance of the Consultant as it pertains to this agreement. The report will include an analysis of the effectiveness of the program, including documentation of year-end performance of the indicator set forth in Paragraph G above. Copies of reports, promotional literature and communications, advertisements and related materials prepared with contract funds shall also be provided to the City.

I. Submit Quarterly Performance Reports. In addition to the annual performance report as required above, the Consultant will prepare a quarterly report which will include a brief narrative of program progress to date, an update of the performance indicator, and an outline of program objectives for the ensuing months.

J. Submit Quarterly Expenditure Reports. In addition to the annual performance report as required by Paragraph H above, the Consultant shall provide quarterly expenditure reports to the City which shall be due 15 days after the close of each quarter.

K. Provide the City with a copy of the Consultant's annual tax return no later than 120 days after the end of the Consultant's Fiscal Year (September 30).

L. Submit a report to the City Council six months prior to the expiration of the contract, including the last Annual Performance Report and the Consultant's plans to seek renewal of this contract.

1.2 ACCEPTANCE AND DOCUMENTATION

A. The City shall provide all necessary information to the Consultant for timely completion of the tasks specified in Item 1.1 above.

B. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 *BILLING RECORDS, AUDIT*

Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to costs incurred and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 *FEE SCHEDULE*

The amount paid to Consultant inclusive of all expenses under this Contract shall be $27,540 for services rendered from July 1, 2003, through June 30, 2004; and $28,230 for services rendered from July 1, 2004, through June 30, 2005.

Consultant shall be paid in biannual installments occurring on July 1 and January 1 of each year this contract is in effect.

2.3 *PAYMENT APPROVAL*

All charges must be approved by the Contract Administrator prior to payment.

3.0 *TERM, EXTENSION, TERMINATION*

3.1 *TERM AND EXTENSION*

This Contract shall expire on June 30, 2005.

3.2 *TERMINATION*

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount, and Consultant shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Consultant.

3.3 *FUNDS APPROPRIATION*

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.11 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be the Executive Assistant in the Office of the Mayor and City Council or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel

pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to received from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.10 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.11 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Susan Reiner, Executive Director
World Affairs Council
7445 E. Chaparral Road, Suite #626
Scottsdale, Arizona 85250
(480) 945-7750

In the case of City:

Jeff Kulaga, Executive Assistant
3939 N. Drinkwater Boulevard
Scottsdale, Arizona 85251
(480) 312-7496

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.12 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.13 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.14 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.15 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.16 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.17 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.18 INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees. Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Consultant shall carry types of insurance and limits of liability customary to the industry, including but not limited to, Commercial General Liability insurance and Workers Compensation insurance as prescribed by Arizona law with an A.M. Best, Inc. rating of B++6. City of Scottsdale shall be cited as an Additional Insured under the Commercial General liability insurance. All aforementioned insurance policies shall waive rights of recovery against City of Scottsdale and its agents. Consultant is requested to submit insurance certificates reflecting above insurance coverages.

5.0 SEVERABILITY AND AUTHORITY

5.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

5.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 1st day of July, 2003.

CITY OF SCOTTSDALE

By:_____
Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

CONSULTANT:
By:_____
World Affairs Council

By: Susan Reiner

Susan Reiner, Executive Director

CITY CONTRACT ADMINISTRATOR

By: Jeff Kulaga

Jeff Kulaga, Executive Assistant

CITY OF SCOTTSDALE REVIEW:

Monroe C. Warren

Monroe C. Warren
Purchasing Director

Suzanne M. Welch for

Myron Kuklok
Risk Management Director

APPROVED AS TO FORM:

David A. Pennartz
City Attorney

CITY OF SCOTTSDALE

CERTIFICATE OF INSURANCE

City Department:	Project Title:	Contract #:

Producer:	Companies Affording Coverage	Current State of Arizona License		Current A.M. Best Rating
		Yes	No	
Insured:	A. B. C. D. E.			

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Contractor's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	$ $ $ $ $ $
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	$ $ $ $
	Professional Liability Type Claims Made Occurrence				Each Claim All Claims	$ $
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	$ $
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 $ $ $
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability ISO Form CG 20 10 11 85 or equivalent, Auto Liability ISO Form CA 20 48 or equivalent, and Excess Liability follow form to underlying coverage. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: Date:

ACORDtm

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE † OCCUR OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE	$
					PRODUCTS COMP/OP AGG	$
					PERSONAL & ADV INJURY	$
					EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person))	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO _____				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	$
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE . POLICY LIMIT	$
					EL DISEASE . EA EMPLOYEE	$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability ISO Form CG 20 10 11 85 or equivalent, Auto Liability ISO Form CA 20 48 or equivalent, and Excess Liability follow form to underlying coverage. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER**: _____

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTIVE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~
ACORD 25-S (1/95)	AUTHORIZED REPRESENTATIVE
	© ACORD CORPORATION 1988

CITY COUNCIL REPORT

MEETING DATE: 07/02/2003 ITEM NO. 10 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Los Arcos Redevelopment Agreement

REQUEST

Adopt Resolution No. 6324 authorizing Contract No. 2003-115-COS, and approve Contract No. 2003-115-COS, a proposed Redevelopment Agreement between the City and Los Arcos Development, LLC for the redevelopment of the former Los Arcos Mall site at the southeast corner of Scottsdale Rd. and McDowell.

Related Policies, References:

- Council forms Los Arcos Redevelopment District -- 12/18/95
- Los Arcos Redevelopment Plan adopted -- 7/2/96
- Original Los Arcos Request for Proposals Issued -- 7/18/97
- Council Action on preferred Smith Group development option -- 2/5/02
- Council directs staff to proceed with negotiations with The Ellman Companies for the redevelopment of Los Arcos -- 2/18/03; reaffirmed by Council -- 3/3/03.

BACKGROUND

The former Los Arcos Mall opened in 1969, and was the focal point of commercial activity in the southern part of the community for several decades. In the early 1990's the mall began to decline, and the mall owner and the City looked at different options for revitalizing the mall and the immediate area. The Council formed the Los Arcos Redevelopment District in late 1995, and adopted a Redevelopment Plan for the area in 1996. In July 1997, the City issued a Request for Proposals on a 90-acre project site focused on the approximate 40 acre mall site (it also included Los Arcos Crossing, Papago Plaza, and other adjacent properties); The Ellman Companies, on behalf of Los Arcos Development, LLC (who had purchased the mall in late 1996) was the only respondent to this RFP, and was selected by the City to enter into an exclusive negotiation period with the City's Redevelopment Office and Redevelopment Board. This ultimately led to Ellman's proposal for the Coyote's Arena, but after a lengthy negotiation period, Ellman decided to build that facility in Glendale in March 2001. After this announcement, the City began a process of determining acceptable and feasible land uses for that site, which led to the hiring of the consultant team of Smith Group and Piper Jaffrey in May 2001. During the balance of 2001 and early 2002, the City and the consultants led an extensive community-based process, which led to a set of recommendations endorsed by Council. The focus of these recommendations was on the development of a community "town center" project, including neighborhood retail and services, some big box retail, a community event center,

Action Taken _____

and potentially some higher density residential product. At that same point in time, The Ellman Companies also proposed a "power center" development for Los Arcos, anchored by Super WalMart, Sam's Club, and Lowe's Home Improvement; they proposed an upfront $42 million incentive package from the City to facilitate this project, later reduced to $15 million upfront with the balance paid over time. Neither of those options was acceptable to the City. Demolition of the old mall was completed in 2002, and the land remains vacant today.

Los Arcos Mall generated approximately $794,000 in total sales taxes to the City in 1995, its last full year with full occupancy. By 1998, the last full year before it lost its last anchor store, Los Arcos Mall generated $502,000 in total sales taxes. The entire area is also showing a long term decline in total sales tax revenues. In the 85257 zip code (south of Thomas), the total retail sales taxes (exclusive of automobile sales) dropped from $2,504,000 in 1998 to $2,133,000, a drop of 15%. Factoring in inflation (about a 10% increase over this 5 year period), this means that this area is realizing a net loss of approximately 5% per year in retail sales. In addition to the Mall, a number of other major retailers in the area have closed in the area, including Smitty's, Osco Drug, Best, and three auto dealers, along with several smaller businesses.

In early 2003, The Ellman Companies approached the City with a new proposal. The development plan was the same as had been proposed the previous year (a power center anchored by WalMart, Sam's, and Lowe's), but with a new proposed financial structure which eliminated any upfront contribution, thereby making the proposed transaction performance-based. On February 18, 2003, the City Council unanimously approved a motion to enter into negotiations with The Ellman Companies; this motion was reconsidered on March 3, 2003, and upheld on a 5-2 vote. The specific wording of the motion was as follows:

"Direct staff to negotiate a redevelopment agreement for Los Arcos with The Ellman Companies, and bring it back for Council consideration as quickly as possible, under the following general parameters:

- The development shall be a very high quality retail center, anchored by WalMart, Sam's, and Lowe's, and containing approximately 40,000 square feet of additional neighborhood retail services.
- It shall contain significant amenities, upgraded facades and landscaping, high quality materials, and other upgraded features.
- It shall be built within existing zoning guidelines meaning no variances for such things as height or setbacks, and special consideration shall be given to adjacent neighborhoods.
- City shall expedite all necessary approvals, and the developer shall open the entire facility including the public portions of the project as soon as possible, by a date to be set out in the development agreement.
- The City will financially participate in this transaction by sharing 49% of the total sales tax received from the site with the Developer for a period of up to 40 years (for the original uses and comparable replacement uses) up to a maximum of $31.75 million plus interest, and may qualify for an additional $10.0 million plus interest if project success exceeds projected sales levels. This sharing is on a performance basis only, and there are no guarantees from the City that the Developer will ever be able to recoup this amount. There is no upfront contribution from the City for this project, and the City will receive 100% of all other tax revenues (such as property tax at normal rates). The City's dedicated sales tax funds for preservation and transportation are fully protected.

- In exchange for its participation, the City will receive title to the land that the parking is located on and to the parking garage with the Developer or major tenants to operate and maintain. Tenants will have a parking easement.
- The City will own and can develop the approximate three acre parcel east of 74th Street subject to an obligation to provide parking for Ellman's project."

Since that time, staff has negotiated a proposed Redevelopment Agreement (attachment A) with The Ellman Companies, keeping to the parameters outlined above. The Agreement includes a separate "Parking Lease" relating to the parking areas that the City will control, as well as a "Declaration of Restrictions" relating to the non-City owned portions of the site. A summary of the key terms and conditions in these documents follows below:

Redevelopment Agreement Key Terms and Conditions

1. The Development: The Ellman Companies (the "Developer") will construct a regional first-class retail "power center" anchored by a Super WalMart (minimum 183,000 sq.ft.), a Sam's Club (minimum 123,000 square feet), and a Lowe's Home Improvement Center (minimum 121,000 square feet). Additionally, there will be at least 25,000 square feet of small shop space, plus a restaurant of at least 5,000 square feet. The Developer will construct a two-level parking structure containing at least 2,100 parking spaces, and will also construct surface parking lots containing a minimum of 627 spaces, for a minimum total of 2,727 parking spaces. The project will include upgraded design, facades, landscaping, pedestrian amenities, public art, etc., all to be provided by the developer. The City's only participation will be in the construction of the streetscape improvements within the public rights-of-way adjacent to this site, but the City had planned to make those improvements anyway as a part of the McDowell Streetscape project.

2. Zoning/Regulatory Process: The project will be built within the existing zoning categories on the site. It will require Council approval of 6 conditional use permits – 1 each for the three "big box" anchors, 1 for the gas station, and 1 each for the auto lube/tire/repair components proposed for both WalMart and Sam's. The use permit process, along with the City's Development Review Board process and normal permitting process, will all be done in through separate processes apart from this consideration of the Redevelopment Agreement. The Developer has also requested the abandonment of 74th St., with access between McDowell and the neighborhood to the south to remain through the center as a private street; this request would also be handled through a separate public process. Approval of this Agreement does not obligate the City to any other approvals, and the site plan shown in the Redevelopment Agreement is conceptual only.

3. Construction Timing: For the entire project (with the exception of the two small restaurant pads located along the west side of the project, which have up to 2 additional years) the following deadlines must be met. The anchor stores must acquire title to their parcels by 12/31/04, construction of the project must commence by 7/31/05, and the project must complete and open by 12/31/05. Failure to meet any of these deadlines will result in the cancellation of the Agreement. The only extension to these deadlines will be in the cases of referendums or specific legal actions against this Agreement; in that case, the deadlines will be extended by a period necessary to resolve such matters, but not more than 3 years.

4. City Ownership: After the completion of the improvements, but prior to any payments by the City, the Developer will deed to the City title to the parking; this will include approximately 20 acres of land, plus all improvements on those lands, including the parking structure and the surface parking lots. Based on recent City appraisals, the land would be worth about $11,750,000, while the parking improvements are valued by the Developer at $11,510,000 (including construction costs plus architecture and engineering costs), for a total value of approximately $23,260,000.

5. Parking Lease: All of the parking will be leased back to the project for an initial term of 40 years at a rate of $1 per month, with the option to lease the parking beyond 40 years. Years 41-50 may be leased at a rate of $400,000 per year; years 51-60 may be leased at a rate of $450,000 per year; years 61-75 may be leased at a rate of $500,000 per year; and years 76-99 may be leased at a rate to be determined at that time based on an appraisal of fair market value. The total value of the parking lease in years 41-75 would be $16.0 million. The project will also assume all costs associated with the parking, including maintenance, operation, repairs, utilities, insurance, and security for the term of the lease and for any option periods.

6. City Financial Participation: The City will share with The Ellman Companies sales tax proceeds generated by the project, up to a maximum of $36,750,000, plus interest at a rate of 7.18%, based on a sharing of 69% of the General Fund portion of the sales tax. The City's current sales tax rate is 1.4%, which is made up of the General Fund (unrestricted) portion of 1.0%, the dedicated transportation portion of 0.2%, and the dedicated preservation portion of 0.2%. Only the General Fund portion may be utilized for this investment; the dedicated funds for transportation and preservation will be fully retained by the City. The Developer's 69% of the General Fund portion of the sales tax equates to 49% (0.69/1.4) of the total sales tax collected at the site. The Developer receives no guarantees from the City as to the total amount of revenue the City will pay, as this is strictly performance based – only those sales tax revenues that are actually generated at the project will be available for sharing. The City's obligation to share in the sales tax revenues will cease when 40 years has elapsed (whether or not the Developer has recouped his investment), when the Developer has been paid $36.75 million plus interest, or when the Developer has failed to perform under the terms of the Agreement (such as if two or more of the anchor stores are closed for 4 years). The sales tax eligible for sharing shall include the construction sales tax, the lease sales tax, and retail sales tax charged on the sale of retail products. No other taxes generated by this site (such as property tax) are eligible for sharing; these will be paid at normal rates. The inclusion of an interest rate is based on the City's desire to pay this obligation over time based on the project's performance; if the City wanted to make a one-time lump sum payment of $36.75 million upfront, it could do that, and avoid paying any interest. However, doing so would put the City at risk for the performance of the center, rather than the Developer.

7. Timing of City Payments: The City will not be obligated to make any payments until the entire project is completed – defined as the opening of all three of the anchor stores, and the completion of the shops space (with the exception of the two pads, which do not have to be completed for 2 additional years). If there is a partial opening prior to the total completion, the sales tax

revenues paid by the open tenants will be held until the project is complete, and then will be paid with the first quarterly installment. If a tenant does open early, in no case may the payments for that tenant exceed 40 years. After completion, the City will make payments on a quarterly basis, based on actual tax revenues received by the City in the previous quarter.

8. Loss of Tenants: In the event that one of the anchor tenants closes, the Developer will not collect any tax from that parcel, as it would not be generating any tax revenues; additionally, if that space remains unoccupied for 4 years, no further tax revenues from that portion of the site will be paid even if a replacement tenant is secured later. In the event that two or more of the anchors close, and remain closed, for an overlapping period of 4 consecutive years, then the City will have the right to cancel the entire Agreement, in which case no further payments will be made by the City.

9. Replacement Tenants: If an anchor tenant closes, the Developer has the right to substitute an acceptable replacement tenant, in order to keep the Agreement in place as to that anchor tenant space, so long as that substitute tenant is open within the 4-year period noted above. The acceptable replacement tenants fall into two categories – by right, and by City approval. The "by right" replacement tenants will be deemed automatically acceptable if they meet specific criteria outlined in the Redevelopment Agreement (they must be national retailers, have a minimum number of stores, have a minimum average sales volume, have a minimum store size, have an investment grade credit rating, etc.). The "by approval" replacement tenants will be acceptable only if the City specifically approves them. The Developer anticipates having a first right to acquire back the sites from the anchors in the event of a closing.

10. Breach and Default: In the event of a default or breach under the terms of this Agreement, the City has the right to cancel the Agreement should the Developer fail to provide acceptable remedies during the default notice period.

11. Assignments: The Developer does have the right to assign all or a part of this Agreement. Certain assignments are by right, such as the sale of parcels to anchor tenants, while other assignments would require the approval of the City.

12. Land East of 74th Street: The City has the right to use the East Parking Lot (located on the east side of 74th Street, north of Culver) for development, so long as it replaces the surface parking on that site with an equal number of spaces. For example, if the City built underground parking with a like number of spaces, it could then utilize the surface and air rights for some other development.

13. Required Features: The following are examples of the key uses and activities that are required at this project:
    a. Accommodation for transit (i.e. bus bays, shelters)
    b. Upgraded features and amenities designed to create a first class shopping center – facades, landscaping, lighting, street furniture, pedestrian linkages, public plazas, pavement treatments, public art, etc.
    c. Free public parking
    d. The requirement to provide a non-exclusive parking easement for the Los Arcos United Methodist Church, in order to allow them to continue to have access to the parking lot directly west of the church.

14. Prohibited Uses: The following are examples of the key uses and activities that are expressly prohibited at this project:
    a. Sexually oriented businesses
    b. Gambling
    c. Bars/Nightclubs
    d. Massage parlors
    e. Sale of used merchandise (i.e. thrift stores, pawn shops, flea markets)
    f. Overnight recreational vehicle parking
    g. Day laborer solicitation
    h. Advertising signs (other than tenant signage)

15. Legal Costs: The Developer will bear all the costs related legal action involving the City and the Developer relating to this Agreement.

ANALYSIS & ASSESSMENT

Significant issues to be addressed. Numerous issues have been raised by the community regarding this proposed transaction. The City has received several hundred comments from citizens; these comments typically fall into the following general categories:

1. The Impact of Big Box Stores on the Neighborhoods: Concerns have been raised about the potential negative impacts of this development on nearby neighborhoods, such as traffic, noise, undesirable uses, etc. This proposed project will have less square footage than the former Los Arcos Mall. The Redevelopment Agreement does include provisions prohibiting undesirable uses (i.e. massage parlors, bars, used merchandise stores), and does specify the requirements to provide for the development of a first class retail facility. The Developer has pledged to work to mitigate any potential impacts. However, the specifics of the actual development plan will be determined through the City's use permit process for the "big box" stores.

2. The Impact of Big Box Stores on Existing Businesses: Concerns have been raised about the potential impact of the big box stores on existing businesses in the area. Research into the impact of big box stores has been inconclusive. There have been a number of studies that have documented the impact of WalMart and other big box stores on smaller, rural communities, but no definitive studies of the actual impact of these types of stores on urban areas have been found. Economic Vitality staff contacted a number of comparable communities in which WalMart had recently opened new stores; none of the communities indicated that they had experienced overall negative impacts, and most felt that the addition had resulted in a net positive for their communities. Based on this and other research, Economic Vitality would offer the following comments:
    a. Some of the existing businesses in the area will be negatively impacted by the proposed big box retailers; other businesses may be positively impacted by the additional customer traffic to this area. However, there is no way to definitively estimate what these impacts may be.
    b. If nothing happens at Los Arcos, businesses will also be negatively impacted and overall sales will continue to decline in this area.
    c. The addition of this center will result in a reduction in the leakage of retail sales by Scottsdale residents to businesses in adjacent communities, and will result in residents of adjacent communities

coming to Scottsdale to shop. Currently, due to the lack of these types of facilities in south Scottsdale, shoppers in south Scottsdale, north Tempe, east Phoenix, and the Salt River Indian Community, typically shop at centers outside of Scottsdale, such as the Pavilions and Arcadia Crossings.

3. Analysis by City Financial Advisors: Concern has been raised that the City's Financial Advisor, Piper Jaffrey, has not yet reviewed the final proposal to provide comments on the fiscal impact of this transaction. Piper Jaffrey is currently analyzing this proposal and will shortly provide an analysis to the City.

4. Financial Subsidies are a Poor Policy: There have been comments received that suggest the City should never use financial incentives for any economic development purposes. In general, the City has been very judicious with the use of financial incentives, averaging just one incentive per year, and all of them have been performance-based. When the City does use incentives, it is done when there is a compelling reason for using them, such as for the attraction of major tax generators, for the attraction of desirable employers, or for facilitation of major redevelopment projects. In the case of Los Arcos, if incentives are not provided, the owner of the property has indicated that the alternative is to leave the property in its current undeveloped condition. Additionally, the Los Arcos Redevelopment Plan, adopted in July 1996, contemplated the use of financial incentives for the redevelopment of Los Arcos.

5. Potential Alternative Uses: Concerns have been raised that City has not fully explored other alternatives that may be available for this site. Suggestions have been made that different retailers might be available, a different type of development might be feasible, or that other key users (such as ASU) are willing to go on this site. One of the primary issues is that the City does not own this site, and therefore must be willing to work with the owner on alternatives. The Ellman Company has not been willing to consider alternative plans or uses, believing that these options are not viable, and therefore even if alternative users were available, the City does not have the ability to look at these unless it was willing to directly acquire the site.

6. Alternative Options: Similarly, suggestions have been made that the City should consider its alternative options, including the potential for condemnation, or the potential to simply leave this solution up to the free market. These options are available to the City, but there is uncertainty as to how long these options would take before there would be development on the site, or how the City would pay for this option.

7. Timing of this Proposal: Concerns have been expressed that the City is rushing into proposal, and that it should wait until further information is received, such as a complete economic impact analysis, an analysis of other possible alternative uses, or the development of an overall master plan for the redevelopment of the entire southern portion of the City. While the City could do these things, they would extend the time that this site sits empty.

8. Analysis of the Pro-forma: The Developer's pro-forma has been questioned by a number of people, who believe that it is too optimistic, and therefore should not be used as the basis for this Agreement. The Developer has used sales per

square foot numbers that are higher than what these types of retailers typically generate in Scottsdale and the metro area, and uses growth rates that are also higher than what typical retailers generate over time. Economic Vitality staff analysis, using more conservative projections for both sales per square foot and growth rates, estimates that the net present value of this transaction would be $17 million over 20 years, or $25 million over 40 years. Since the proposed transaction is strictly performance based, if the pro-forma is optimistic, the Developer will receive less than the maximum amount, and in no case will the Developer ever receive more than 49% of the total revenues generated by this project.

9. Deal point terms: Comments have been made to the effect that the deal points are too expensive, the term is too long, etc. and that the Developer needs to modify those terms. Through the negotiation process, these terms were determined to be the minimum that would be acceptable to the Developer to proceed with this project.

10. Potential Legal Challenges: Concerns have been raised that this Agreement will be challenged on a variety of legal issues, most notably relating to the Gift Clause of the State Constitution. The City Attorney's Office has spent extensive time reviewing this Agreement, and feels that it is legally defensible.

Community involvement. Due to the extremely high profile of this project, this has had more public discussion and comment than any other development project in the City's history. Several groups, both pro and con, have been formed around this issue, and City Council and staff have received hundreds of comments.

RESOURCE IMPACTS

Available funding. The City's financial obligation under this Agreement is tied to revenues directly produced by the site. City payments to The Ellman Companies will be made quarterly, based on a sharing of 69% of the General Fund portion of the total sales tax collections received by the City during each previous quarter. The City's obligations will immediately end at the occurrence of one of the following:

- 40 years has elapsed
- The Developer has been paid $36.75 million plus interest
- The Developer has failed to perform under the terms of the Agreement, such as if two or more of the anchor stores are closed for 4 years.

Only the City's Transaction Privilege Tax (sales tax) revenues are part of this Agreement; other City revenues, such as property tax, will continue to be paid to the City.

Staffing, workload impact. No significant staffing or workload impacts are anticipated as a result of this Agreement.

Maintenance requirements. The Developer will be solely responsible for all maintenance, operations, repair, utilities, insurance, and security. There are no City obligations for these activities.

Future budget/financial implications. Approval of this Agreement would obligate the City to share in sales tax revenues derived from this site per the terms of this Agreement. The City will not receive less than 51% of the total revenues off of this site. The City's Financial Services Dept. has noted the following observations:

- The proposed Redevelopment Agreement does not have any adverse cashflow or budgetary risk for the City. All payments will be percentage rebates of performance based revenue streams – from revenues that do not currently exist or that are currently being forecast for financial planning purposes. Future year financial plan revenue estimates will be adjusted based upon performance of the development, and rebate and interest expense payments will be budgeted per the terms of the Agreement.
- The City of Scottsdale will receive title to land and parking structures that will be booked as City assets, and will be subsequently leased back to the Developer.
- Although the payments under this Agreement will be performance-based, in order to comply with Generally Accepted Accounting Principles, the City will be required to record a long-term liability on its governmental activities balance sheet. The amount would be equal to the net present value of the estimated revenue of $36,750,000. The liability amount would be reduced as the performance based revenue and interest payments are made to the Developer – and will be relieved entirely after 40 years.

Cost recovery options. The City will receive – after completion of the improvements but prior to the start of any City payments – title to the parking structure, surface parking lots and other improvements, and the land the parking is located on. There are approximately 2,800 parking spaces proposed for the development, and the parking will cover about 20 acres of land (half the site). Based on recent appraisals commissioned by the City, the value of the land would be approximately $11,750,000, while the Developer's pro-forma indicates that the construction costs for the parking structure and surface parking will be $11,510,000, for an approximate total value of $23,260,000. Additionally, should the Developer exercise the option to lease the parking from the City beyond year 40, the income to the City in years 41-75 will be $16,000,000, followed by an adjustment in years 76-99 to an amount based on the fair market value of the parking at the time.

OPTIONS

Option A – Approve Agreement: Approve the proposed Redevelopment Agreement as written.

Option B – Approve with Modifications: Approve the Redevelopment Agreement with any modifications the Council may desire. Amending the terms of the Agreement may, however, result in the Developer declining to sign it.

Option C – Do Not Approve Agreement; Explore Other Options: Do not approve the Agreement, and instead consider other options that may be available to the City. The City could issue a Request for Proposals (RFP) to determine potential interest from other developers and for other types of projects that might be feasible. For the RFP to be successful, the City would need to be able to provide for the ownership of the site, which would require either a direct purchase from the current owner, or the possible use of eminent domain (condemnation). The Developer has indicated a willingness to directly sell this property to the City for $60 million, despite the City's recent appraisal indicating a true market value of this site of $23 million. Alternatively, the City could look at condemnation as a means of acquiring the site at an amount closer to fair market value; the process to acquire by condemnation is estimated to take between 2-4 years, and has recently been made more difficult by the Arizona State Legislature. There are also no guarantees that the City would prevail on the right to acquire by condemnation, nor

are there any assurances the ultimate valuation by the Courts would be at the same amount as the City's recent appraisal. Additionally, under a condemnation scenario, the City currently does not have the financial resources to fund the acquisition of this site.

Option D – Do Not Approve Agreement; Wait for Free Market Solutions: Do not approve the Agreement, and instead wait for the free market to provide for the ultimate redevelopment of this site.

Proposed Next Steps: If the City Council should approve the Redevelopment Agreement, the next steps would be the consideration of the required Use Permits and the abandonment of 74th Street, which would likely come forward for Council consideration within 4 months, followed by Development Review Board consideration approximately 2-4 months after that, and then Plans Approval/ Building Permits 1-2 months after that. The Developer has indicated that if all necessary approvals are received in time, they would like to open the project in late 2004 or early 2005.

RESPONSIBLE DEPT(S) Economic Vitality

STAFF CONTACTS David Roderique, Economic Vitality General Manager, 480-312-7601, droderique@scottsdaleaz.gov

APPROVED BY

David B. Roderique — Date: 6/17/03

Janet M. Dolan — Date: 06/17/03

ATTACHMENTS

A. Redevelopment Agreement No. 2003-115-COS
B. Resolution No. 6324

Due to the volume of Contract No. 2003-115-COS, it will not be included in all the packets. This contract is on file in the City Clerk's Office for public viewing.

RESOLUTION NO. 6324

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROPOSED PROJECT ON PROPERTY GENERALLY LOCATED SOUTH AND EAST OF THE INTERSECTION OF MCDOWELL ROAD AND SCOTTSDALE ROAD.

WHEREAS, Scottsdale's retail shopping industry is an important community asset providing significant economic benefits and community amenities for Scottsdale's citizens, businesses and visitors; and

WHEREAS, the City of Scottsdale is committed to maintaining and enhancing these important community benefits; and

WHEREAS, the strength, vitality, stability, and economic enhancement of the established residential and commercial neighborhoods in the vicinity of the former Los Arcos Mall site (located at the southeast corner of the intersection of McDowell Road and Scottsdale Road) are crucial to the future of the residents and business community of the portion of the City of Scottsdale, the entire City of Scottsdale, and the public generally; and

WHEREAS, a large vigorous retail redevelopment project in this area of Scottsdale will provide an important feature enhancing this area of Scottsdale and the City of Scottsdale generally; and

WHEREAS, such a project will help Scottsdale maintain and enhance its place as a first-class business, residential and cultural community; and

WHEREAS, such a project will expand activities in this area of Scottsdale by providing and encouraging commercial, public and residential opportunities not now available; and

WHEREAS, such a project will enhance Scottsdale's contribution to the greater community; and

WHEREAS, the proposed Los Arcos project best serves those purposes; and

WHEREAS, the proposed Los Arcos project facilitates the aforesaid community benefits; and

WHEREAS, the project's location provides convenient access to and from other attractions and destinations; and

WHEREAS, the project's location, accessibility, and integration with the community enhances the possibilities for future community enhancements, as well as enhancing, preserving and expanding opportunities for Scottsdale and its citizens generally; and

WHEREAS, the project enjoys wide community support due to the benefits stated herein; and

Attachment B

WHEREAS, resolution No. 4424 adopted December 18, 1995, established the Los Arcos Redevelopment Area; and Resolution No. 4568 adopted July 2, 1996, adopted a Redevelopment Plan; and

WHEREAS, after a redevelopment agreement selection and negotiation process satisfying applicable laws, Los Arcos Development L.L.C. (The Ellman Companies' Designee) has been selected as the developer of the project; and

WHEREAS, the City Council has made certain other findings recited in the proposed redevelopment agreement and related documents; and

NOW, THEREFORE, be it resolved that:

Section 1. The Mayor is hereby authorized to enter into on behalf of the City of Scottsdale the Redevelopment Agreement attached hereto as Attachment "A" and numbered 2003-115-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ___ day of _____, 2003.

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

_____
Sonia Robertson, City Clerk

_____
Mary Manross, Mayor

APPROVED AS TO FORM:

for David A. Pennartz, City Attorney