FEB 17 Liq. Dept. Rec'd

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 12023165

1. Type of License(s): SERIES 12 RESTAURANT

2. Total fees attached: $ 148 (Department Use Only)

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: (Mr. / Ms.) COX (Last) MARYBETH (First) P10666029 (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: MBeez LLC B10476688
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: MBeeZ
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 4301 S. Hwy 92 (Do not use PO Box Number) SIERRA VISTA (City) COCHISE (County) 85635 (Zip) B10097116

5. Business Phone: PENDING Daytime Contact: 520-559-0818

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

7. Mailing Address: P.O. Box 552 (City) Sonoita (State) Az (Zip) 85637

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100 (Application) _____ (Interim Permit) _____ (Agent Change) _____ (Club) 48 (Finger Prints) $ 148 TOTAL OF ALL FEES

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

Accepted by: SS Date: 2/22/12 Lic. # 12023165

July 2010

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

SECTION 5 Interim Permit:

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

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

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

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: MBeez LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 1/4/12 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L17298520 Date authorized to do business in AZ: 1/6/12
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
COX	MARYBETH		Member	[redacted]	
NICHOLAS	TERRICK	SHATWAN	Member		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Cox	MaryBeth		100%	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____ (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)
3. Current Business Name: _____ (Exactly as it appears on license)
4. Physical Street Location of Business: Street _____ City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: (Other than business) Street _____ City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

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

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ Day _____ Month _____ Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

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

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

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

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

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

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
   Address _____
   City, State, Zip
2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Bernard J. MacElhenny Jr.
   Address [redacted]
   City, State, Zip

4a. Monthly rental/lease rate $ 1600.00 What is the remaining length of the lease 4 yrs. 10 mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list lenders you owe money to. N/A

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Lunch, Dinner / Entertainment - Bar
   Restaurant Bar

case Agreement

amount payable to Tenant to Landlord under this lease if less than all of the Leased Premises is sublet, and (b) in the case either of an assignment or a sublease, any net payment (after deducting (i) all brokers fees and (ii) all other costs and expenses to the extent such other costs and expenses do not exceed an amount equal to two times the minimum monthly rent then in effect under this lease, paid or incurred by Tenant in securing the assignment or sublease) directly or indirectly received by the Tenant solely in exchange for entering into the sublease or assignment.

16.7.2 Rental Overages shall not include (a) reimbursement for any security deposit, (b) reimbursement of any improvements, fixtures or furnishings installed on the Leased Premises by Tenant, (c) any amounts paid for the business or assets of Tenant, other than the leasehold estate, or (d) any payment for personal property of Tenant, including payments made for goodwill, going concern value or similar intangible personal property.

16.7.3 As used herein, consideration shall include consideration in any form, including but not limited to, money, property, discounts, services, credits or any other item or thing of value. Irrespective of the form of such consideration, Landlord shall be entitled to be paid in cash in an amount equivalent to the aggregate of the cash portion of the Rental Overages and the value of any non-cash portion of the Rental Overages. If any Rental Overages are to be paid or given in installments, Tenant shall pay each such installment at the time the same is received by Tenant.

16.8 Reimbursement of Expenses. Concurrently with Landlord's consent to the proposed assignment of subletting, and as a condition thereto, Tenant shall reimburse Landlord for the reasonable costs and expenses, including accountant or attorneys' fees, incurred by Landlord in connection with the processing and documentation of the proposed transfer, assignment or sublease.

16.9 Continuing Obligation. No assignment or subletting by Tenant shall relieve Tenant of its obligations under this lease, and Tenant shall remain fully responsible to Landlord for the performance of all its obligations under this lease, regardless of any assignment or subletting. Any such transfer, assignment or subletting shall be subject to all of the terms and conditions of this lease, and each successive transfer, assignment or subletting shall be subject to all the terms and conditions of this lease, and each successive transfer, assignment or subletting shall be made only upon like conditions.

17. TENANT'S ASSOCIATION

Tenant agrees to join any Tenant's Association that may be formed by Landlord or by the Tenants of the building in which the Leased Premises are situated, and, during the entire term of this lease, to participate and maintain membership in good standing therein and to comply with the rules, regulations and by-laws thereof. Tenant further agrees to pay the minimum dues of any such Association, in the amount approved by the majority vote of its members.

18. DEFAULT BY TENANT

Each of the following events shall constitute an Event of Default within the meaning of this lease:

18.1 Insolvency of Tenant. If during the term of this lease (a) the Tenant shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition shall be

filed by or against the Tenant under any law having for its purpose the adjudication of the Tenant as bankrupt, or the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Tenant, or to which any property of the Tenant may be subject and if the petition be involuntary, if said petition be granted; or (c) a receiver be appointed for the Leased Premises by reason of the insolvency or alleged insolvency of the Tenant and said receiver is not discharged within ten (10) days, or upon the hearing of a timely filed petition to dismiss, absolve or otherwise terminate the receivership, whichever shall later occur; or (d) any department of the state or federal government, or any officer thereof duly authorized shall take possession of the Leased Premises and the taking of possession shall be followed by a legal adjudication of the insolvency, or bankruptcy, or receivership of Tenant.

18.2 Breach of Covenant; Abandonment, Etc. If during the term of this lease, Tenant shall (a) default in fulfilling any of the covenants or conditions of this lease (other than the covenants for the payment of rent or other charges payable by the Tenant hereunder), or (b) shall abandon the Leased Premises; provided, however, that a default which is capable of being cured shall not constitute an Event of Default unless Landlord has given notice of such default to Tenant and Tenant has failed to cure such default within ten (10) days after its receipt of such notice or, in the case of a default which cannot with due diligence be cured within a period of ten (10) days, if the Tenant has failed to proceed promptly after the service of such notice to prosecute the curing of such default with all due diligence within a reasonable period of time.

18.3 Failure to Pay Rent, Etc. If the payment of the rent expressly reserved hereunder, or any part of the same, or any other rent or charge required to be paid by the Tenant hereunder or any part of the same, is not paid within ten (10) days of the date on which first due.

18.4 Chronic Delinquencies. Notwithstanding the provisions of paragraph 18.3 above, the chronic delinquency by Tenant in the payment of any monthly rental, or other periodic payment required to be paid by the Tenant under this Lease. "Chronic Delinquency" shall mean failure by the Tenant to pay monthly rental or other periodic payment required to be paid by the Tenant under this Lease, as required in paragraph 18.3 above, for any three (3) month (consecutive or nonconsecutive) during any twelve (12) month period. In the event of the Chronic Delinquency, at Landlord's option, Landlord shall have additional right to require monthly rental to be paid to the Landlord quarter-annually, in advance, for the remainder of the term.

18.5 Guarantor Defaults. Any guarantor of this Lease who revokes or other terminates, or purports to revoke or otherwise terminate (by operation of law or otherwise), any guaranty of all or a portion of the Tenant's obligations under this Lease.

19. LANDLORD'S REMEDIES

Upon the occurrence of any Event of Default:

19.1 Termination. Landlord may, at Landlord's election, terminate this lease by any lawful means. Termination of this Lease pursuant to this Section 19.1 shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

19.2 Reentry Without Termination. Landlord may, at Landlord's election, reenter the Premises and, without terminating this lease, at any time, and from time to time relet the Premises

and improvements or any part of them for the account and in the name of Tenant or otherwise. Any reletting may be for the remainder of the term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or improvements or both. Tenant shall nevertheless pay to Landlord on the due date specified in this lease the equivalent of all sums required to be paid by Tenant under this lease, plus Landlord's expenses, but less the proceeds of any reletting or attornment. No act by or on behalf of Landlord under this provision shall constitute a termination of this lease unless Landlord gives notice of termination.

19.3 Recovery of Rent and Damages. Landlord shall be entitled at Landlord's election to each installment of rent or to any combination of installments for any period before termination, plus late charges and interest as provided by Section 3.6 above. The proceeds of any reletting or attornment shall be applied, when received, first to the out-of-pocket costs and expenses incurred by Landlord in recovering possession of the Leased Premises and/or effecting such reletting, including but not limited to attorneys' fees, court costs, brokerage commissions and any costs of remodeling or renovation, second to any amounts then due and unpaid by Tenant under this lease, to the extent that such proceeds for the period covered do not exceed the amount due from and charged to Tenant for the same period, and any remaining balance shall be held for the account of Tenant. The Landlord shall also be entitled to the "Worth in Time Award" established by the court having jurisdiction thereof of an amount by which the unpaid rent or other charges due for the balance of the term after the time of the Tenant's default exceeds the amount of such rental loss for the same period that the Tenant proves by clear and convincing evidence could have been reasonably avoided. In addition, if the Landlord has prepaid leasing commissions, the Landlord shall be entitled to the portion of the leasing commissions paid by the Landlord applicable to the unexpired term of this Lease.

19.4 Assignment of Sub rents. Tenant assigns to Landlord all sub rents and other sums becoming due from subtenants, licensees and concessionaries (referred to collectively herein as "sub rents") during any period in which Landlord has the right under this lease, whether exercised or not, to reenter the Premises on account of a default by Tenant, and Tenant shall not have any right to such sums during that period. This assignment is specifically subject and subordinate to any and all assignments of the same sub rents and other sums made to a leasehold mortgage under any leasehold mortgage permitted by the provisions of this lease. Landlord may at Landlord's election reenter the Premises and improvements, without terminating this lease and either collect these sums or bring an action for the recovery of such sums from the obligors.

19.5 Power of Receiver. Landlord shall have the right to obtain the appointment of a receiver to take possession of the Leased Premises and/or to collect the rents or profits derived there from, and Tenant irrevocably agrees that any such receiver may, if it be necessary or convenient in order to collect such rents and profits, conduct the Business then being carried on by Tenant on said Premises and that said receiver may take possession of any personal property belonging to Tenant and used in the conduct of such business, and may use the same in conducting such business on the Premises to Tenant for such use. Neither the application for nor the appointment of such a receiver shall be construed as an election on Landlord's part to terminate this lease unless a written notice of such intention is given by Landlord as provided in Section 19.1, above.

19.6 Remedies Cumulative and Not Exclusive. The rights, powers and remedies of Landlord hereunder shall be in addition to all rights, powers and remedies given by statute, rule of

law and in equity, and all such remedies shall be cumulative. The exercise of any one or more of such right, powers and remedies shall not be construed as a waiver or election by Landlord of any other right, powers or remedies of Landlord arising pursuant to any provision of law or this lease.

19.7 Rights and Remedies Not Waived. No course of dealing between the Tenant and the Landlord or any failure or delay on the part of the Landlord in exercising any rights or remedies pursuant to law or arising pursuant to this lease shall operate as a waiver of any rights or remedies of Landlord. Neither the subsequent acceptance by Landlord of any amounts paid to it on account of or with respect to amounts owed by Tenant pursuant to this lease, or the application of any such amounts in reduction of outstanding rent or other obligations due from Tenant shall constitute a waiver or cure of default, other than default in the timely payment of the amount so accepted, regardless of Landlord's knowledge of the preceding breach. Landlord's acceptance of rent or any other payment after termination of this lease shall not entitle the Tenant to have this lease reinstated. Any waiver, express or implied, by any party hereto, of any breach by any party of any covenant or provision of this lease, shall not be, nor be construed, to be, a waiver of any subsequent breach of the same or any other term or provision hereof.

20. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord, at any time after Tenant commits a default in the performance of any of Tenant's obligations under this lease, shall be entitled to cure such default, or to cause such default to be cured, at the sole cost and expense of Tenant. If, by reason of any default by Tenant, Landlord incurs any expense or pays any sum, or performs any act requiring Landlord to incur any expense or to pay any sum, including attorney's fees and reasonable costs and expenses paid or incurred by Landlord in order to prepare and post or deliver any notice permitted or required by the provisions of this lease or otherwise permitted or contemplated by law, to appear in any bankruptcy or insolvency proceedings, or otherwise to enforce any of its rights under this lease, then the amount so paid or incurred by Landlord shall be immediately due and payable to Landlord by Tenant as additional rent. Tenant hereby authorizes Landlord to deduct said sums from any security deposit held by Landlord. If there is no security deposit, or if Landlord elects not to use any such security deposit, then such sums shall be paid by Tenant immediately upon demand by Landlord, and shall bear interest at the highest rate then permitted by law from the date on which such demand is made until the entire amount due has been paid in full.

21. DEFAULT BY LANDLORD.

Landlord shall not be deemed in default unless Landlord fails to perform obligations required by the Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant to the Landlord and to the holder of the mortgage or deed of trust covering the Leased Premises whose name and address shall thereafter be furnished to Tenant in writing specifically wherein Landlord has failed to perform such obligations; provided, however, that if the nature of the Landlord's obligations is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if the Landlord commences performance within said thirty (30) day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, Landlord's mortgagee may perform in the Landlord's place and the Tenant shall accept such performance. In no event shall Tenant have the right to terminate this Lease as a result of the Landlord's default, and Tenant's remedies shall be limited to damages and/or injunction. Any judgment taken against Landlord shall be limited to Landlord's equity in the project. In the event of any transfer of title or interest in the Leased Premises, by Landlord, Landlord herein named (and in the case of any subsequent transfers then the grantor) shall be

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☒ NO If yes, attach explanation. 12 FEB 17 Liq. Dept PM 1:18

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 license applicants:

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

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   Mary Beth Cox
   applicant's signature

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

   MB
   applicants initials

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

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
   If yes, what is your estimated opening date? MARCH 1, 2012
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

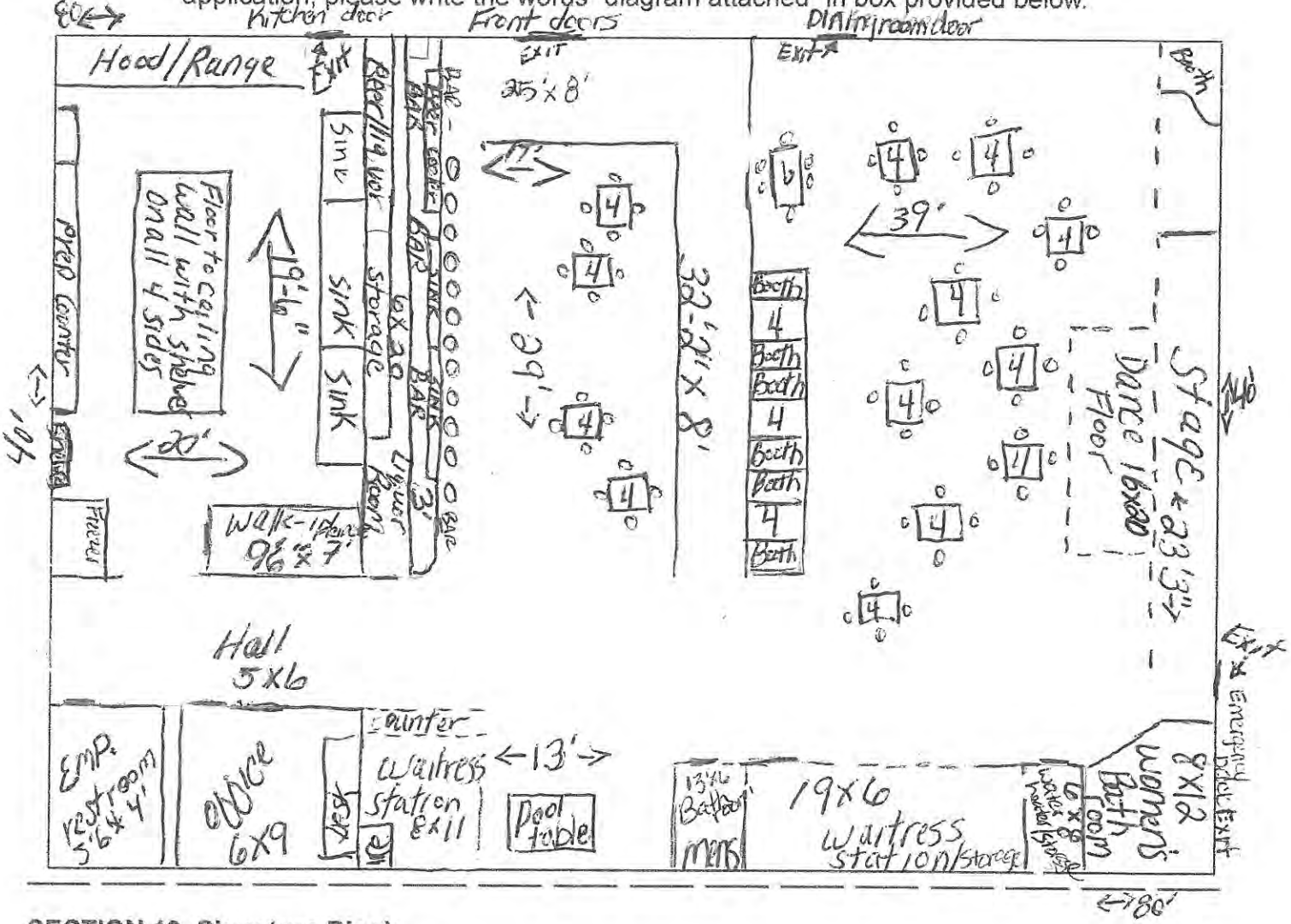
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this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

MB
applicants initials

SECTION 15 Diagram of Premises

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

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



SECTION 16 Signature Block

I, MaryBeth Cox, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

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

x MaryBeth Cox
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this

10th of Jan 2012
Day Month Year

Julia L McBee
signature of NOTARY PUBLIC

JULIA L. MCBEE
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
August 16, 2014

My commission expires on 10 Jan 2014
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT
SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

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. §4-205.02(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.
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) Dated Guest Checks
      4) Coupons/Specials/Discounts
      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

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

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. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(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. §4-205.02(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 name):

Cox (Last) Mary Beth (First Middle)

have read and fully understand all aspects of this statement.

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this

x Mary Beth Cox (Signature of Licensee)

10 (Day) day of Jan (Month), 2013 (Year)

My commission Expires: 8/16 (Day Month) 2014 (Year)

Lisa M Bell (Signature of NOTARY PUBLIC)

LISA M BELL
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
August 16, 2014

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

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 12023165

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

Grill	RANKIN DELUX W: 2' H: 3'9" D: 1'10"
Oven	STOVE/OVEN MASTER CHEF LINE W: 3' H: 52" D: 22"
Freezer	2/ KENMORE STANDARD W: 3' H: 6' D: 3'
Refrigerator	WALK IN COOLER W: 6'11" - H: 7'½" - D: 9'
Sink	Standard 3 Dishwashing sinks 4'6" WIDE
Dish Washing Facilities	Produce washing sink - Standard 3 sinks
Food Preparation Counter (Dimensions)	W: 5 H: 4'8" D: 2FT - 3
Other	

2. Print the name ofyour restaurant: MBeez

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 [54]

   b. Bar area of your premises [+ 28]

   c. Total area of your premises [82]

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 40 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 60 %

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

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

1 Television
1 Pool Table
2 Dart Boards

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

2 NIGHTS live band/dancing per wk
1 NIGHT karaoke per wk

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

COOK: - kitchen manager and cook for lunch + dinner/food prep/supply orders/account Mgmt
BAR MANAGER: - lead bar manager doing all staffing, liquor orders, bar management, staff management for bar (for bar)
PREP COOK: helps head cook with all prep kitchen work
WAITRESS & WAITER waiting tables, greeting customers
BARTENDER: fulfilling all drink orders in the bar
G. Manager: Responsible for all staffing, over seeing education for all bar employees, over seeing liquor orders, promotions, GENERAL OPERATION

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

x MaryBeth Cox
(Signature of APPLICANT)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this
10 day of Jan, 2017
Day of Month Month Year

My commission expires on: 08-16-2014

Julia L. McBee
(Signature of NOTARY PUBLIC)

JULIA L. MCBEE
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
August 16, 2014

MB

DOMESTICS

Amber Bock	*$3.50*
Bud Light	*$3.00*
Bud Light Lime	*$3.50*
Budweiser	*$3.00*
Coors	*$3.00*
Coors Light	*$3.00*
MGD	*$3.00*
Michelobe Ultra	*$3.50*
Miller Lite	*$3.00*

IMPORTS

Blue Moon	*$4.00*
Corona	*$4.00*
Dos Equis	*$4.00*
Guinness	*$4.00*
Heineken	*$4.00*
Modelo Especial	*$4.00*

TOP SHELF SPIRITS

BOURBON: *Knobb Creek, Makers Mark, Southern Comfort, SoCo Black*
GIN: *Beefeaters, Bombay Sapphire, Plymouth, Tanqueray*
RUM: *Bacardi, Captain Morgan, Malibu, Meyers, Parrot Bay*
SCOTCH: *Chivas, Glennlevit, Johnny Walker Red and Black*
TEQUILA: *1800, Don Julio, Hornitos, Jose Quervo, Patron Silver and Gold, Tequila Rose*
VODKA: *Grey Goose, Ketal One, Stolichnaya Vodka, Skky Vodka, Three Olives*
WHISKEY: *Canadian Club, Crown Royal, Jack Daniels, Jim Beam, Seagrams 7, Seagrams VO, Wild Turkey*

WELL SPIRITS

Bourbon, Gin, Scotch, Tequila, Vodka, Whiskey *Mixed Well Drinks $4.00*

TOP SHELF DRINKS $6.00
BEER ON TAP $3.00

MARTINIS $5.00
SMALL PITCHER $5.00

SPECIALTY DRINKS $6.00
LARGE PITCHER $8.00

WINE LIST	*Glass*	*Bottle*	*Carafe*
Cabernet	*$4.50*	*$21.00*	*$10.00*
Chardonnay	*$4.00*	*$18.00*	*$8.00*
Merlot	*$4.50*	*$21.00*	*$10.00*
Moscato	*$5.50*	*$22.00*	*$12.00*
White Zinfandel	*$4.00*	*$18.00*	*$8.00*

HAPPY HOUR MONDAY-FRIDAY 4PM-7PM

$2.00 Tap, $3.00 Well Drinks, $5.00 Specialty Drinks

APPETIZER MENU

(OUR FULL DINNER MENU IS ALSO AVAILABLE IN THE BAR)

BARBEQUED PORK NACHOS $11.50

Made with slow cooked pulled pork tossed in Mbeez barbeque sauce, served over freshly made tortilla chips, topped with our white pepper jack nacho sauce, shredded cheddar, and our creamy cilantro cole slaw; with house pepperonccini and pickled carrots

THAI MEATBALLS WITH SPICY PEANUT SAUCE $9.95

Mbeez Asian style ground beef meatballs, with ginger, cilantro, lemon grass, scallions, and a touch of fresh hot pepper; served with a fresh house peanut coconut sauce

FRIED MOZZARELLA BALLS $8.50

Our freshly made house mozzarella cheese, coated with panko crumbs, herbs and spices, then fried to perfection; served with fresh marinara sauce and homemade ranch dressing

CHICKEN WINGS FOUR WAYS $12.00

Our wings are freshly prepared never frozen
Try all four of our home made sauces on one platter
Traditional spicy buffalo, Asian sesame, Raspberry chipotle, Roasted mango chipotle-12 wings
HALF ORDER $7.00

TENDER BEEF ROULADES $9.95

Round steak rolled with chopped onions and bacon, slow simmered until tender, served on a skewer with our tomato-beef gravy

LUNCH MENU

BURGERS

All of our hamburgers are 1/2 lb. 100 percent fresh angus beef, are hand-pattied, and served with lettuce, tomato, onion & pickle (on the side), and your choice of homemade French fries, potato salad or cole slaw
Replace any side with cottage cheese (when available), a cup of today's soup, or a crisp garden salad- Add $1.00

MUSHROOM SWISS BURGER $8.95
With melted Swiss cheese and fresh grilled mushrooms

CHIPOTLE BBQ BURGER $9.25
Our signature burger with house chipotle bbq sauce, cheddar cheese, bacon, and topped with our jalapeno coleslaw

SALMON BURGER WITH SOY MAYO AND ASIAN SLAW $10.50
Chopped salmon, cilantro, green onions, soy and ginger flavor this patty dipped in panko crumbs and fried to a golden brown.
Topped with an Asian flavored cole slaw and soy mayo.

SANDWICHES

All sandwiches are served with fries, and on your choice of bread.
Choices are: Wheat, white, rye, or sour dough
To substitute fries with another side, ask your server. Replace any side with a cup of today's soup, or a garden salad: **Add $1.00**

GRILLED GREEN CHILE ROAST BEEF $8.75
Freshly sliced deli roast beef, topped with a grilled green chile and melted jack cheese; grilled to perfection
{Add grilled onions OR sautéed mushrooms} **$1.00** {Add horseradish} **$1.00**

BARBEQUED PULLED PORK $9.25
Slow roasted tender pulled pork roast seasoned with our house barbeque sauce, topped with homemade cole slaw. Add grilled onions $1.00

PHILLY CHEESESTEAK $9.75
Tender thin sliced roast beef, grilled onions, mushrooms, and peppers topped with melted cheese on a toasted French roll

SALADS

SOUTHWESTERN CHICKEN SALAD **$9.50**
Fresh greens topped with grilled chicken breast, black beans, corn, green bells, tomatoes, grated cheddar, and avocado (when available); topped with our homemade chipotle buttermilk ranch dressing, and crunchy tortilla strips.

TOMATO BASIL AND FRESH MOZZARELLA SALAD **$8.95**
Sliced fresh tomatoes, homemade mozzarella, fresh basil, topped with a house Balsamic olive oil dressing

CAESAR SALAD Fresh Romaine topped with grated parmesan and croutons- house Caesar dressing
SMALL $3.95 **LARGE $5.95**
ADD CHICKEN **$2.50**

GARDEN SALAD **$3.95**

SOUP OF THE DAY-ask your server-a CUP or BOWL
(served with crackers)

BEVERAGES

***COFFEE** House blend or decaf **$1.95**
HOT TEA **$1.95** free refills-fee for a new teabag
ICED TEA **$1.95** free refills

JUICE

Orange, cranberry, apple, tomato Small **$2.25** Large **$2.75**

MILK (add chocolate **$.50**) Small **$2.25** Large $**2.75**

HOT CHOCOLATE Perfectly steamed milk mixed with homemade house chocolate syrup, topped with homemade whipped cream **8 oz. $2.95 16 oz. $3.50 24 oz. $3.95**

***Our house coffee is made with a blend of dark and light beans, perfectly roasted the day before delivery. A heavily bodied coffee with a great balance of flavors; ranging from berry citrus to earthy tones. A perfect start to any day!**

SOFT DRINKS
PEPSI, DIET PEPSI, SIERRA MIST, MUG ROOT BEER, ORANGE TROPICANA TWISTER, PINK LEMONADE **$1.95**

Note: Raw or undercooked meats, poultry, shellfish, and eggs can increase the risk of food borne illness.

FOR YOUR CONVENIENCE, PARTIES OF 5 OR MORE WILL BE CHARGED A GRATUITY OF 20%

DINNER MENU

SALADS

SMALL GARDEN $4.25

CAESAR SMALL $4.25
LARGE $6.25
Add CHICKEN $3.00

TOMATO BASIL AND FRESH MOZZARELLA SALAD $9.50
Sliced fresh tomatoes, homemade mozzarella, fresh basil, topped with a house Balsamic olive oil dressing

SOUTHWESTERN CHICKEN SALAD $10.95
Fresh greens topped with grilled chicken breast, black beans, corn, green bells, tomatoes, grated cheddar, and avocado (when available); topped with our homemade chipotle buttermilk ranch dressing, and crunchy tortilla strips

SIDES

Mashed Potatoes
Baked Potato
Fresh Steamed Vegetables
House Broccoli Salad
Side Salad

French Fries
Rice Pilaf
Herb roasted red potatoes
Macaroni N' Cheese
Caesar Salad

Note: Raw or undercooked meats, poultry, shellfish, and eggs can increase the risk of food borne illness.

DINNER MENU

Served with your choice of two sides, and soup or salad

NEW YORK STEAK $18.50
12 OZ. Tender grilled to perfection
8 OZ. **$16.50**

PISTACHIO CRUSTED SALMON $ 15.95
A 6 oz. salmon steak glazed with lemon and stone ground mustard , topped with a panko and chopped pistachio crust, sautéed to golden in olive oil

CHICKEN ADOBO KABOBS $13.95
Chicken breast marinated in our southwestern blend, on two kabobs

MEXICAN LASAGNA $12.95
Lasagna noodles layered with a southwestern spiced tomato meat sauce, sour cream, cream cheese, monterey jack and cheddar cheeses, baked to melted perfection

MBEEZ "BIG EASY" BARBEQUE SHRIMP $16.95
"Not your traditional barbeque"- Sauteed shrimp in a creamy wine sauce reduction served with homemade rosemary biscuits

DAILY DINNER SPECIALS
DAILY FRESHLY BAKED OR CREATED DESSERTS
ASK YOUR SERVER

Print Form

12 FEB 17 Liqr. Dept PM 1 1B

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

807.785

QUESTIONNAIRE

P106dde29 SC

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 CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

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

Liquor License # 12023165
(If the location is currently licensed)

1. Check appropriate box → ☐ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☒ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Cox (Last) MARYBETH (First) (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License # [redacted] (NOT a public record) State: AZ

4. Place of Birth: BAKERSFIELD (City) CA (State) USA (Country) (not county) Height: 5'9" Weight: 190 Eyes: GRN Hair: BN

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 520-559-0818

6. Name of Current or Most Recent Spouse: (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden Date of Birth: ___/___/___ (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1988

8. Telephone number to contact you during business hours for any questions regarding this document. 520 559 0818

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

10. Name of Licensed Premises: MBeez Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: 4301 S. Hwy 92 (Street Address (Do not use PO Box #)) Sierra Vista (City) Cochise (County) 85635 (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 (street address, city, state & zip)
2/5/2007	CURRENT	SELF EMPLOYED	CROSSROADS CAFE 3170 Hwy 83 Sonoita Az 85637
1/2/07	2/5/07	UNEMPLOYED - GETTING NEW BUSINESS STARTED	29 Apache Trail Sonoita AZ 85637
11/10/05	1/2/07	MANAGER	SONOITA FUEL STOP Hwy 82 Sonoita Az 85637

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 with name, address and phone number of landlord	City	State	Zip
AUG 2011	CURRENT	Rent	29 Apache Trail Sonoita Az 85637	Sonoita	Az	85637
FEB 2010	AUG 2011	Rent	10A Black Oak Dr. Sonoita Az 85637	Sonoita	Az	85637
SEPT 2005	FEB 2010	Rent	29 Apache Trail Sonoita Az 85637	Sonoita	Az	85637

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☒YES ☐NO
If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 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 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, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☒NO

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

17. 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

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. 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 19 is "YES" YOU MUST attach a signed statement
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, MARYBETH COX, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x MaryBeth Cox
(Signature of Applicant)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this
10 day of Jan, 2012
Day Month Year

Julia L. McBee
(Signature of NOTARY PUBLIC)

JULIA L. MCBEE
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
August 16, 2014

My commission expires on: 08 2014
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____ _____ day of _____ , _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

29 Apache Tr. — Landlord info: Lynne Becraft
Sonoita AZ 85637 29 Apache Tr.
Sonoita Az 85637
PHONE: 1-520-455-5384

10A Black Oak Dr. Landlord info: Allan West
Sonoita Az 85637 12 Blackoak Dr.
Sonoita Az 85637
PHONE: UNKNOWN

Print Form

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

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form
Certificates must be completed by a state-approved training course provider, in black ink, on an original form

Mary Beth Cox
Full Name (please print)

Mary Beth Cox
Signature

12-17-2011
Training Completion Date

12-17-2016
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

[X] Yes	[ ] No	BASIC	[X] Yes	[ ] No	ON SALE
[X] Yes	[ ] No	MANAGEMENT	[X] Yes	[ ] No	OFF SALE
[X] Yes	[ ] No	BOTH	[X] Yes	[ ] No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee | Business Name | Liquor License #

Alcohol Training Program Provider Information

Discovery Detective Group & Academy
Company or Individual Name (please print)

6501 E Greenway Pkwy #103-500
Address

Scottsdale (City) | AZ (State) | 85054 (Zip) | (480) 951-6545 (Daytime Contact Phone #)

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jacque Bell
Name of Trainer (please print)

Jacque Bell
Trainer Signature

12-17-2011
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

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

Print Form

'12 FEB 17 Liqr. Dept. PM 1 18

'12 JAN 18 Liqr. Dept. PM 1 07

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 12023165

Ownership Name: MBeez LLC

(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) MARYBETH COX DATE 1-10-12

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE SERIES 12 RESTAURANT

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: BIRTH CERTIFICATE

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Bakersfield State (or equivalent) Ca. Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

"Qualified Alien" Status (8 U.S.C.§§ 1621(a)(1), -1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C.§ 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C.§ 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C.§ 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

Mary Beth Cox

APPLICANT'S SIGNATURE

1-10-12

TODAY'S DATE

Print Form

'12 FEB 17 Liqr. Dept. PM 1

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

802,785

QUESTIONNAIRE

P1016161030 SG

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 CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

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

Liquor License # 12023165
(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Nicholas (Last) Terrick (First) Shatman (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: AZ

4. Place of Birth: Paterson (City) NJ (State) USA (Country) (not county) Height: 66" Weight: 205 Eyes: BRN Hair: BLK

5. Marital Status: Single ☐ Married ☑ Divorced ☐ Widowed Daytime Contact Phone: 520-255-4435

6. Name of Current or Most Recent Spouse: Nicholas (Last) Leanora (First) Liz (Middle) "Walker" (Maiden) Date of Birth: [redacted] (NOT a public record)
(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: 2/2007

8. Telephone number to contact you during business hours for any questions regarding this document. 520-255-4435

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

10. Name of Licensed Premises: MBeez Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: 4301 S. Hwy 92 (Street Address) Sierra Vista (City) Cochise (County) 85635 (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 (street address, city, state & zip)
6/09	CURRENT	Traffic Mgmt Spec	Dept. of Army, Directorate of Logistics, Ft. Huachuca AZ, 85613
2/06	6/09	Transportation Asst.	" SAME "

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 with name, address and phone number of landlord)	City	State	Zip
10/08	CURRENT	R	SEE ATTACHED	Sierra Vista	AZ	85635
2/08	10/08	R	SEE ATTACHED	Sierra Vista	AZ	85635
4/06	10/08	R	SEE ATTACHED	Sierra Vista	AZ	85635

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☒NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 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 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, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☒YES ☐NO

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

17. 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

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. 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 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Terrick Nicholas, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this
10 day of Jan, 2012
Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: 8 2014
Day Month Year

JULIA L. MCBEE
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
August 18, 2014

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

13.

'12 FEB 17 Liqr. Dept AM 1:09

West Wood Village
APARTMENTS

201 North Garden Avenue • Sierra Vista, AZ 85635
(520) 458-0480

Residence
10/08 - current

January 10, 2012

To Whom It May Concern:

Terrick Nicholas has been a resident here at West Wood Village apartments since 10/24/2008.

Any questions, please contact our management office at Westwood Village Apartments at 520-458-0480.

Sincerely,

Mary Garcia
Community Manager
Westwood Village Apartments
201 N. Garden Avenue
Sierra Vista, AZ 85635
520-458-0480

Residence
2/08 - 10/08

13.

Sierra Antigua Apartments

800 North Lenzner Avenue

Sierra Vista, Arizona 85635

January 10, 2012

RE: Residency Verification

To Whom It May Concern:

This letter shall serve as residency verification for,Terrick Nicholas, he was a resident at Sierra Antigua for the following period- 2-15-2008 thru 10-01-2008. Please feel free to contact the property at (520) 458-4228 if you have any questions.

Thank you,

Lupe Williams

Leasing Consultant

Sierra Antigua Apartments

801 Twighlight Drive
Sierra Vista Az 85635

LANDLORD INFO

CLOUD 9
Becki Jongeward
96 Bel Air Place Suite #140
Sierra Vista Az 85635
Phone: 520-458-1311

Residence
4/06 - 10/08

15.

To whom it may concern,

While I was in the Army stationed in Savannah, GA I received a DUI while on post in 2001, and also in Iraq in 2003 all actions remained on post so I don't believe it will show up in any civilian records.

Terrick Nicholas

AZ Corp. Commission
03704543

DO NOT PUBLISH THIS SECTION

AZ CORPORATION COMMISSION
FILED

JAN 04 2012

FILE NO. L-1729852-0

ARTICLES OF ORGANIZATION

OF

MBEEZ LLC

(An Arizona Limited Liability Company)

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.

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

ARTICLE 2
May be in care of the statutory agent.

2. Registered Office. The address of the registered office in Arizona is:
4301 S. HWY 92 , SIERRA VISTA, AZ 85650

located in the County of COCHISE

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.

3. Statutory Agent. (In Arizona) The name and address of the statutory agent of the company is: MARYBETH COX
29 APACHE TRAIL, SONOITA, AZ 85637

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.

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

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

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:

[✓] 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.

'12 FEB 17 Liqr. Dept PM 1 18

Name:	MARYBETH COX	TERRICK NICHOLAS
	[✓] member [ ] manager	[✓] member [ ] manager
Address:	P.O. BOX 552 29 APACHE TRAIL	201 N. GARDEN AVE. APT. 21
City, State, Zip:	SONOITA, AZ 85637	SIERRA VISTA, AZ 85635
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.

EXECUTED this 29th day of December, 2011.

Marsha Siha
[Signature]

[Signature]

MARSHA SIHA - ORGANIZER
[Print Name Here]

[Print Name Here]

PHONE 888-462-3453 FAX 713-893-6141

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

Your fax and phone number is optional.

Acceptance of Appointment By Statutory Agent

I MARYBETH COX, 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.

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

Marybeth Cox
Signature of Statutory Agent

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

MARYBETH COX
[Print name]

[If signing on behalf of a company serving as statutory agent, print company name here]

LL:0004
Rev. 01/04

OPERATING AGREEMENT
1-6-2012

Mbeez LLC
L-1729852-0

Terrick Nicholas and Marybeth Cox are both shown as members on the LLC Articles of Organization, however Marybeth Cox is the 100% sole owner and manager of Mbeez LLC, and Terrick Nicholas has 0% ownership.

Marybeth Cox

Terrick Nicholas