

State of Arizona
Department of Liquor Licenses and Control

Created 03/03/2025 @ 12:38:19 PM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	THE BREAKAWAY BAR & GRILL	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	633 S ESTRELLA PARKWAY #105 GOODYEAR, AZ 85338 USA	
Mailing Address:	12392 S 181ST DRIVE GOODYEAR, AZ 85338 USA	
Phone:	(623)518-0818	
Alt. Phone:		
Email:	JEFFINGLIN.SIP@GMAIL.COM	

AGENT

Name:	JEFFREY THOMAS INGLIN
Gender:	Male
Correspondence Address:	12392 S 181ST DRIVE GOODYEAR, AZ 85338 USA
Phone:	(623)518-0818
Alt. Phone:	
Email:	JEFFINGLIN.SIP@GMAIL.COM

OWNER

Name:	INGLIN HOLDINGS LLC	
Contact Name:	JEFFREY THOMAS INGLIN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23551091	State of Incorporation: AZ
Incorporation Date:	07/04/2023	
Correspondence Address:	12392 S 181ST DRIVE GOODYEAR, AZ 85338 USA	
Phone:	(623)518-0818	
Alt. Phone:		
Email:	JEFFINGLIN.SIP@GMAIL.COM	

Officers / Stockholders

Name:
JEFFREY THOMAS INGLIN

Title:
Mgr-Member

% Interest:
100.00

INGLIN HOLDINGS LLC - Mgr-Member

Name: JEFFREY THOMAS INGLIN
Gender: Male
Correspondence Address: 12392 S 181ST DRIVE
GOODYEAR, AZ 85338
USA
Phone: (623)518-0818
Alt. Phone:
Email: JEFFINGLIN.BTG@GMAIL.COM

APPLICATION INFORMATION

Application Number: 333735
Application Type: New Application
Created Date: 02/19/2025

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
02/12/25
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
property tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
remainder of lease due (remaining rent)
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
contiguous

- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes
 If yes, what is your estimated completion date?
 02/28/25
- 9) What type of business will this license be used for?
 restaurant/bar

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
RESTAURANT OPERATION PLAN	RESTAURANTHOTELMOTEL.pdf	02/20/2025
RECORDS REQUIRED FOR AUDIT	RECORDS REQUIRED.pdf	02/20/2025
QUESTIONNAIRE	Fingerprint Verification Form .pdf	02/20/2025
MISCELLANEOUS	ALIEN STATUS.pdf	02/20/2025
INTERIM PERMIT NOTARY PAGE	Restaurant Application Series 12.pdf	02/20/2025
MISCELLANEOUS	FE - Lease_Assignment(4049408.1) V2.pdf	02/20/2025
MENU	Breakaway Beers & Wine.pdf	02/21/2025
MENU	BREAKAWAY FOOD MENU-2.pdf	02/21/2025
DIAGRAM/FLOOR PLAN	Floor Plan.jpg	02/21/2025
MISCELLANEOUS	Jeff certificate of completion.jpeg	02/21/2025
MISCELLANEOUS	Juliana certificate of completion.jpeg	02/21/2025
	Jeff Inglin Letter.pdf	02/28/2025
	Personal informational Questionnaire - The Breakaway.pdf	02/28/2025
	BREAKAWAY NON ALCOHOLIC BEVERAGE MENU-2.pdf	02/28/2025
	Tenant letter.pdf	02/28/2025

State of Arizona
Department of Liquor Licenses and Control

Created 03/03/2025 @ 12:38:02 PM

Local Governing Body Report

LICENSE

Number:	INP070032238	Type:	INP INTERIM PERMIT
Name:	THE BREAKAWAY BAR & GRILL		
State:	Active		
Issue Date:	03/03/2025	Expiration Date:	06/16/2025
Original Issue Date:	03/03/2025		
Location:	633 S ESTRELLA PARKWAY #105 GOODYEAR, AZ 85338 USA		
Mailing Address:	12392 S 181ST DRIVE GOODYEAR, AZ 85338 USA		
Phone:	(623)518-0818		
Alt. Phone:			
Email:	JEFFINGLIN.SIP@GMAIL.COM		

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Name:	JEFFREY THOMAS INGLIN
Gender:	Male
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Contact Name:	JEFFREY THOMAS INGLIN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23551091	State of Incorporation:	AZ
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Email:	JEFFINGLIN.SIP@GMAIL.COM		

Officers / Stockholders

Name:
JEFFREY THOMAS INGLIN

Title:
Mgr-Member

% Interest:
100.00

INGLIN HOLDINGS LLC - Mgr-Member

Name: JEFFREY THOMAS INGLIN
Gender: Male
Correspondence Address: 12392 S 181ST DRIVE
GOODYEAR, AZ 85338
USA
Phone: (623)518-0818
Alt. Phone:
Email: JEFFINGLIN.BTG@GMAIL.COM

APPLICATION INFORMATION

Application Number: 334014
Application Type: New Application
Created Date: 02/21/2025

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location 012070027566
- 2) Is the license currently in use? NO - 30 days
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page? yes

SECTION 5 Interim Permit

ES 2 25 147. D-18 11257

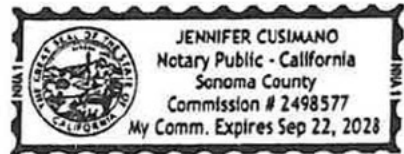
If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. § 4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the location: 012070027566 Is the license currently in use? ☐ Yes ☒ No
2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? 30 days ago

I (Print Full Name) Jeffrey Thomas Inglin hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____

(Current Agent/Individual as listed on the license certificate)

State of <u>California</u>	
County of <u>Sonoma</u>	
Signed before me on this <u>19th</u> day of <u>February</u> <u>2025</u>	
Notary Signature <u>Jennifer Cusimano</u>	
My commission expires on <u>09/22/2028</u>	

Notary Seal

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 07/04/2023 State where Incorporated/Organized: Arizona

b) AZ Corporation or AZ LL.C. Entity No: 23551091 Approval Date: 07/04/2023

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee.
If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Inglin	Jeffrey	Thomas	Managing Member	100%	12342 S 181 st Dr	Goodyear	AZ	85338

(Attach additional sheet if necessary)

(W)

THE BREAKAWAY SERIES 12
633 Estrella PKWY #105 LICENSE

Exit

Exit

Bathroom

Bath
room office

Dry Storage

OK CAMERA

D
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M

B
A
R

T
O
P

OK CAMERA

K
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C
H
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N

Liquor
Storage

Dining
Room

G
A
M
E
S

OK CAMERA
EXIT

EXIT

PATIO

OK CAMERA

47'

(E)

PARKING

(S)

69'

(N)



25 2 25 11:47 AM 1257

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

1. Name of restaurant (Please print): The Breakaway Bar & Grill
2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Lang 24 inch
Oven	Lincoln Impinger II Express 1100 Series
Freezer	Tru 3 of them
Refrigerator	Tru 3 of them
Sink	3 hand washing & 2-3 compartment sinks
Dish Washing Facilities	3 compartment sink Main Street
Food Preparation Counter (Dimensions)	24 x 96
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 90 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) 5 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises:

[100]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area

[+ 20]

TOTAL [= 120]

7. What type of dinnerware is primarily used in your restaurant?

☒ Reusable

☐ Disposable

☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment?**

☒ YES

☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

12-TV's

1-Jukebox

9. Do you have live entertainment or dancing?

☐ YES

☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	5
Bartenders	4
Hostesses	1
Managers	3
Servers	5
Other ()	
Other ()	
Other ()	

I, (Print Full Name) Jeffrey Thomas Inglin hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Jeffrey Thomas Inglin

BREAKAWAY NON ALCOHOLIC BEVERAGE MENU

NON ALCOHOLIC

- Lagunitas IPNA \$6
- Heineken 00 \$7
- Lagunitas Hoppy Water \$6
- Gruvi Dry Prosecco \$10

SODA

- Coke \$4
- Sprite \$4
- Diet Coke \$4
- Lemonade \$4
- Mr Pibb \$4
- Root Beer \$4

JUICE & OTHER

- OJ \$3 or \$5
- Apple \$4
- Cranberry \$4
- Iced tea \$4
- Coffee \$4
- Hot tea \$4
- Pellegirino \$6
- Redbull \$6

BEERS 16 oz./22 oz.

- Blue Moon \$8.50/\$11.00
- Boochcraft \$9.50/\$12.50
- Coors Light \$6.50/\$8.50
- Guinness \$9.00/\$12.00
- Lagunitas IPA \$8.50/\$11.00
- Lagunitas Lil Sumpin' \$8.50/\$11.00
- Modelo Especial \$8.00/\$10.00
- Scrimshaw Pilsner \$8.00/\$10.00
- Sierra Nevada Pale Ale \$8.50/\$11.00

BOTTLED BEERS:

- 2 Towns Pineapple Cider \$6.50
- Ace Cider (Ask server for flavors) \$6.50
- Angry Orchard Cider \$6.50
- Barrel Brothers (Rotating cans, price varies)
- Bud Light \$5.25
- Budweiser \$5.25
- Coors Banquet \$5.25
- Heineken \$6.25
- Heineken Silver \$6.25
- N.A. Heineken 0.0 \$6.75
- High Noon Hard Seltzer \$6.50
- Lagunitas Hoppy Refresher \$6.00
- Lagunitas IPNA \$6.50
- Modelo Negra \$6.25
- Coors Light \$5.25
- Corona Extra \$6.25
- Corona Light \$6.25
- Goat Rock Cider (Dry or Rosé) \$7.50
- Golden State Cider (Brut, Dry, or Jamaica) \$8.00 – \$8.50
- Pabst Blue Ribbon \$5.25
- Pacifico \$6.25
- Racer 5 IPA \$6.50
- Sierra Nevada \$8.00
- Stella Artois \$6.25
- Twisted Tea Hard Ice Tea \$6.00
- Truly Lemonade Hard Seltzer \$6.00
- White Claw Hard Seltzer \$6.00

WINE:

- House Chardonnay \$10/\$35
- House Red \$10/\$35
- House Pinot Grigio \$10/\$35
- Korbel \$10
- Korbel Brut \$40
- Piper Sonoma Brut Rosé \$15/\$52
- Francis Ford Coppola Rosé \$13/\$45
- Kendall Jackson Pinot Gris \$11/\$39
- Dry Creek Sauv Blanc \$14/\$49
- La Crema Chardonnay \$16/\$56
- DeLoach Zinfandel \$13/\$45
- Seghesio Zinfandel \$13/\$45
- Kendall Jackson Pinot Noir \$11/\$39
- Raeburn Pinot Noir \$15/\$52

THE BREAKAWAY MENU

25 2 25 Day. 1st 11255

APPS:

- **Potato skins:** Cheese blend, bacon, green onions, sour cream and house made salsa **\$15.45**
- **Skewers:** Choice of: filet, chicken or shrimp. Served with tangy teriyaki and peanut sauce
- **Bavarian pretzel** served with beer cheese **\$9.95**
- **Nachos:** House-made tortilla chips, house made meat-based chili, cheese blend, diced tomatoes, green onions, & pickled jalapeños. Served with sour cream and house made salsa on the side **\$16.45** (add Chicken +\$4, add Steak +\$6, add Prawns +\$7)
- **Beer Cheese Mac & Cheese:** **\$14.95** (Add Chicken +\$4, add Chili +\$4, add Bacon +\$4)
- **Chicken wings:** Choose your sauce: buffalo, teriyaki, or double dipped. Served with celery, carrots and your choice of ranch or blue cheese **\$15.45**
- **Quesadilla:** Flour Tortilla, cheese blend, tomatoes and green onions. Served with house made salsa and sour cream on the side **\$14.95** (add Chicken +\$4, add Steak +\$6, add Prawns +\$7)
- **Mozzarella Sticks**
- **Chicken strips:** 5 Chicken Strips, served with fries or a side salad, and ranch dressing **\$17.95**
- **Chips & Salsa \$7**

- **French Fries:** Side or Basket (regular, garlic, sweet potato & curly) **\$5 or \$9**
- **Chili:** bowl or cup **\$6 or \$8**
- **Soup of the day \$6**
- **Cheesy Garlic Bread \$8**

SALADS:

- **BTG house:** Iceberg lettuce, cheese blend, tomatoes, carrots, cucumbers, red onions, and house made garlic croutons. Served with your choice of dressing **\$15.95**
- **Chopped Cobb:** Romaine lettuce, grilled chicken breast, bacon, gorgonzola, tomatoes, avocado, hard-boiled egg and red onions. Served with your choice of dressing **\$18.95**
- **Country fried chicken:** Romaine lettuce, crispy fried chicken, cheese blend, tomatoes, roasted red peppers, avocado and pickled red onions. Tossed in house made ranch **\$18.95** (Buffalo Style +\$1.50)
- **Asian chicken:** Mixed greens, julienne cabbage, grilled chicken breast, mandarin oranges, green onions, toasted almonds and crispy wontons. Tossed in house made Asian vinaigrette **18.95**
- **Caesar:** Romaine lettuce, Parmesan cheese and garlic croutons. Tossed in house-made Caesar dressing **\$15.95** (add Chicken +\$4, add Steak +\$6, add Prawns +\$7)

WRAPS:

- **Chipotle:** Crispy fried chicken, romaine, bacon, avocado, tomatoes and cheese blend, tossed in chipotle ranch **\$18.95** (Buffalo Style +\$1.50)
- **Avocado hummus:** House made avocado-cilantro hummus, tomatoes, cucumbers, lettuce, red onions, yellow peppers, and grated carrots tossed in a flour tortilla **\$17.95**
- **Thai:** Grilled chicken breast, Napa cabbage, carrots and green onions tossed in a spicy peanut sauce **\$18.95**

SANDWICHES:

- **French dip:** Sliced roast beef on a locally baked soft roll, served with a side of house-made au jus and horseradish **\$18.95**
- **Dirty bird:** Crispy fried chicken, pepper jack cheese, tomato, avocado, bacon, lettuce and house made ranch served on a locally baked soft roll **\$19.95** (Buffalo Style +\$1.50)
- **Petaluma BLT:** Applewood bacon, avocado, tomato, arugula, fried egg and chipotle mayo on sourdough bread **\$18.95**
- **Hot pastrami:** Sliced pastrami, Havarti cheese, caramelized onions and house-made 1000 Island dressing served on focaccia bread **\$19.95**

- **Chicken Pesto:** Grilled chicken, pesto, provolone, pesto, and tomato on sourdough bread **\$18.95**
- **Steak Sandwich:** Filet, sauteed peppers and onions, and provolone on a locally baked soft roll. Served with a side of house-made au jus **\$18.95**

BURGERS:

- **Glory:** Classic hamburger on a soft bun. Served with a side of lettuce, tomato, onion and pickles **\$16.95** (Cheese add on: American, Cheddar, Swiss, Havarti, and Pepper Jack +\$1.50) Add bacon +\$2
- **Black & Blue:** Topped with Applewood bacon, blue cheese crumbles & caramelized onions served on a soft bun **\$18.95**
- **Buffalo:** Topped with Applewood bacon, blue cheese crumbles and buffalo sauce served on a soft bun **\$18.95**
- **California:** Topped with pepper jack cheese, grilled mushrooms, avocado and pesto mayo served on a soft bun **\$18.95**

PIZZAS:

- **BYO:** 3 sauce, 3 cheese, 3 meat, 3 veg **\$25.95**
- **Pepperoni**
- **Veggie**
- **Buffalo Chicken**
- **Green Goddess**

ENTREES:

- **Fish & chips:** Fresh cod tossed in house made beer batter and fried. Served with coleslaw and fries with a side of cocktail and Cajun tartar sauces **\$20.95**
- **Lemon chicken:** Grilled chicken breast topped with house-made lemon garlic cream sauce. Served with creamy polenta and seasonal vegetables **\$21.95**
- **BYO Pasta:** Tortellini, spaghetti, penne. Choice of sauce: Creamy pesto, alfredo, bolognese, marinara, garlic butter. Choice of protein: filet, chicken or shrimp. Add seasonal vegetables **\$20.95**

DESSERT

- **Cookie Skillet \$10**
- **Brownie Skillet \$14**
- **Rotating Cake \$12**



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

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. Name of restaurant (Please print): The Breakaway Bar & Grill
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. 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

12. 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

13. Payroll Records

- 155.2.25 Dep. Dep. 011257
- 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

14. 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 Full Name) Jeffrey Thomas Inglin hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature 

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

Fee:

Job:

Date Accepted:

CSR:

Personal Information Questionnaire

333735
2-21-2025
Chavez
FP current
1-26-24

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A)

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10)

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: Inglin Jeffrey Thomas
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 01/15/2020
- Email address: jeffinglin.sir@gmail.com
- Home Address: [REDACTED]
- Daytime phone #: 623-518-0818 Alternative phone #: _____

SECTION 2 - LICENSED BUSINESS INFORMATION

- Liquor License #: Applying for one
- Business Name (doing business as): The Breakaway Bar & Grill
- Business Address: 633 S. Estrella Pkwy Goodyear, AZ
85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: Jeffrey Inglin &
Juliana Inglin

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) Jeffrey Thomas Inglin hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____

Date: 2/23/2025



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

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), nonimmigrant, 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 § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

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 a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

APPLICANT NAME (Print or type) Jeffrey Thomas Inglin

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Santa Rosa State California COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: Drivers License

If you answered No, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

Feb 25 04:17 PM 1256

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

100-8-77 Rev. Sept 1912/56

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 a document from the attached list or other document as evidence of your status.

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/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject 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.] Non-immigrants 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))

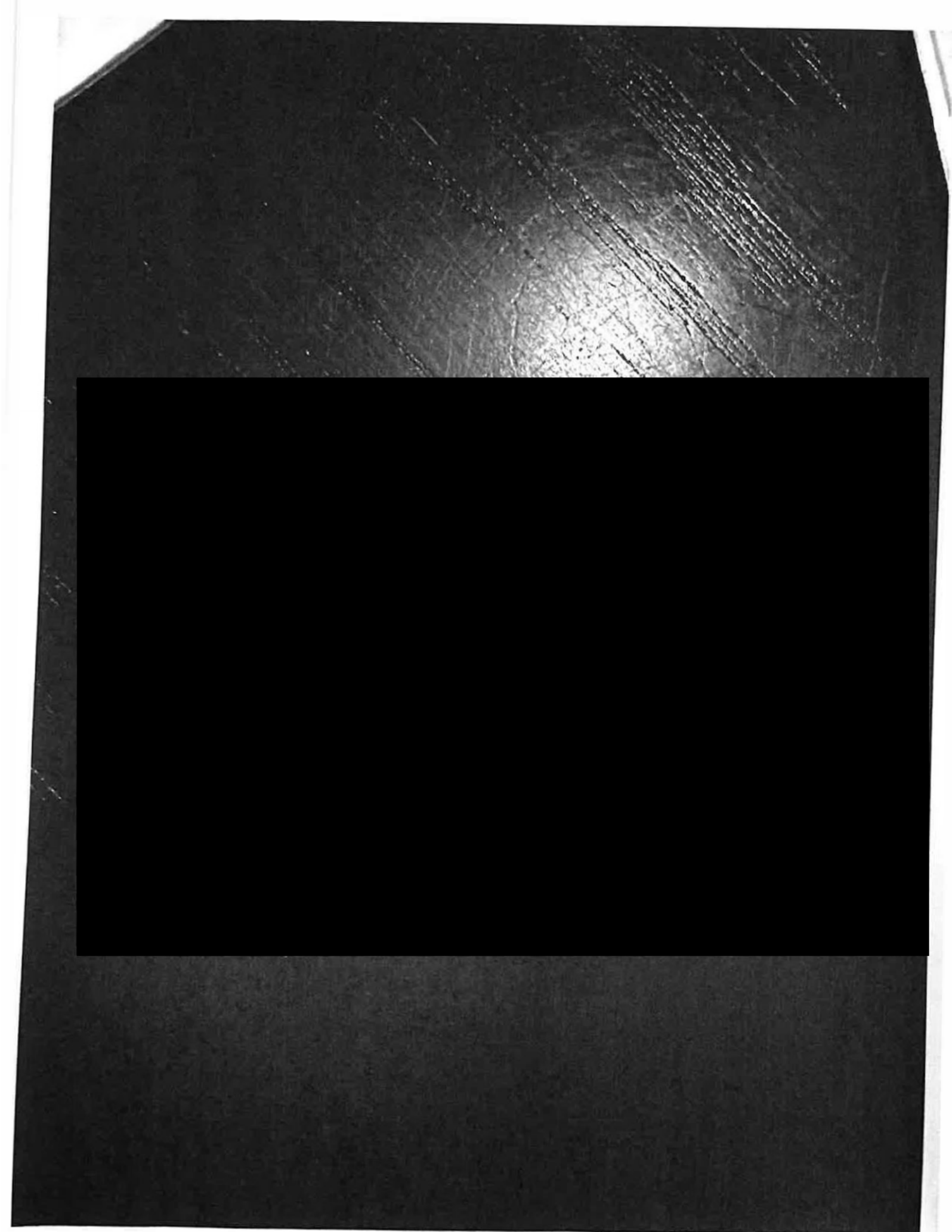
- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States 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.
- 14. **Otherwise Lawfully Present**
- 15. 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. §

Jeffrey Inglin
Print Name

[Signature]
Signature

2-18-25
Date



Certificate # ON-LINE

2023 10 31 14:41:17

**Certificate of Completion
For
Title 4 BASIC Liquor Law Training**

☐ On-sale
☐ Off-sale
☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jeffrey Inglin

Full Name (please print)

[Signature]
Signature

01/10/2024

Training Completion Date

01/10/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws

Company Name

P.O. Box 6965, Chandler, Arizona 85246

Mailing Address

(480) 709-8900

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

01 / 10 / 2024

Mo Date Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # ON-LINE

Certificate of Completion For Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jeffrey Inglin

Full Name (please print)

Signature

12/05/2023

Training Completion Date

12/05/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws

Company Name

P.O. Box 6965 Chandler, Arizona 85246

Mailing Address

(480) 709-8900

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

12 / 05 / 2023

Mo Date Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
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Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
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Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to a active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

SMITHWAY SERAFINA, LLC

March 1, 2025

AZ Department of Liquor
800 W. Washington St., 5th Floor
Phoenix, AZ 85007

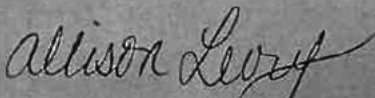
RE: 633 S. Estrella Parkway, Suite 3-105, Goodyear, AZ;

To Whom It May Concern:

On behalf of Smithway Serafina, LLC, we hereby grant
Permissions for Inglin Holdings AZ, LLC, dba The Breakaway Bar & Grill,
("Tenant") to obtain an interim permit for a liquor license and to immediately
commence operations under a Series #12 Liquor License at the above listed
address. To the best of our knowledge, the prior tenant to have and hold the liquor
license was TafoyaGen, LLC, dba Elixir Restaurant and Bar.

They were locked out on January 4th, 2025. This letter shall serve as confirmation
that Mr. Jeff Inglin has a valid lease and is authorized to obtain the Liquor License
and begin authorization at this location immediately.

Sincerely,



Allison Levy, VP Operations
7527 E. First Street - Scottsdale, AZ 85251

25 2 25 11:12:56

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("Assignment") is executed and effective as of February 10, 2025 ("Effective Date"), by: (i) Smithway Serafina, LLC, an Arizona limited liability company, successor-in-interest to Shops at Serafina, LLC, a Washington limited liability company ("Lessor"); (ii) Amy Ross, formerly Amy Schlect, dba N-Dub Pizza Pub ("Ross"); (iii) West Valley Social Club, LLC, an Arizona limited liability company, dba as Elixir Restaurant and Bar ("West Valley"); (iv) TafoyaGen, LLC, an Arizona limited liability company, dba as Elixir Restaurant and Bar ("TafoyaGen"); and (v) Inglin Holdings, AZ, LLC dba Beyond the Glory Sports Bar ("New Lessee").

Recitals.

WHEREAS, Lessor and Ross previously executed that Lease Agreement dated July 1, 2018 (the "Lease"), covering the Parcel located at 633 S. Estrella Parkway, Suite 3-105, Goodyear, Arizona 85338 (the "Premises").

WHEREAS, on or about February 1, 2024, Lessor, Ross, and West Valley executed an Assignment and Assumption of Lease, whereby Lessor consented to Ross assigning the Lease to West Valley, subject to the terms set forth therein.

WHEREAS, on or about July 12, 2024, Lessor, West Valley, and TafoyaGen executed a second Assignment and Assumption of Lease, whereby Lessor consented to West Valley assigning the Lease to TafoyaGen, subject to the terms set forth therein.

WHEREAS, subsequent to taking possession of the Premises, TafoyaGen defaulted under the Lease by, *inter alia*, failing to pay rent and other charges owing to Lessor (the "Default").

WHEREAS, Ross, West Valley, and TafoyaGen (collectively, "Original Lessees")—as well as any existing guarantors—are liable under the Lease for the Default.

WHEREAS, following the Default, there is currently furniture, fixtures, and equipment (the "Equipment") at the Premises being held by Lessor pursuant to, *inter alia*, a landlord's lien. The Equipment includes, but is not limited to, the Elixir Equipment List attached hereto as Exhibit "B".

WHEREAS, as of January, 2025, the amount owing under the Lease was \$27,188.07 in rent and other charges, plus approximately \$2,000.00 in attorneys' fees and costs incurred by Lessor in connection with the Default and this Assignment, for a total of \$29,188.07. The tenant ledger is attached hereto as Exhibit "C".

WHEREAS, Lessor is currently holding a security deposit under the Lease in the current amount of \$8,817.34 (the "Security Deposit").

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WHEREAS, Original Lessees desire to assign their interest in the Lease to New Lessee on the conditions set forth herein and in the Lease, including, but not limited to, Paragraph 12 of the Lease governing Assignment and Subletting.

WHEREAS, capitalized terms that are used but not defined in this Assignment will be given the meanings established in the Lease.

Agreement.

For valuable consideration, Lessor, New Lessee, and Original Lessees agree as follows:

1. **Assignment.** By their execution below, Original Lessees assign and transfer to New Lessee all right, title, and interest as the Lessee under the Lease for the remainder of the Term (**December 31, 2025**).

2. **Use.** New Lessee will use the Premises for the operation of an upscale neighborhood sports bar and grill.

3. **Cure of Default.** This Assignment is contingent upon Lessor's receipt of the full \$29,188.07 owing to Lessor. Upon receipt of the full \$29,188.07, the Default will be cured, and New Lessee will be permitted to take possession of the Premises on the terms set forth herein.

4. **Rent and CAM Waiver.** Assuming Original Lessees and New Lessee comply with the remainder of the terms set forth herein, including the payment of the past-due amount set forth in Paragraph 3 above, Lessor agrees to waive the February and March 2025 Base Rent and CAM/NNN charges.

5. **Pre-payment of Rent.** Upon execution of this Assignment, New Lessee shall remit payment to Lessor in the amount of \$79,202.61, which shall be considered a pre-payment of the Base Rent and CAM charges owing under the Lease for April 1, 2025 through December 31, 2025.

6. **Lessor's Obligations.** Lessor shall deliver the HVAC units at the Premises in good working order and condition. Lessor further agrees to have the grease trap at the Premises serviced prior to New Lessee taking possession.

7. **Equipment.** Landlord presently has a landlord's lien on the Equipment, which will be extinguished upon the cure of default contemplated in Paragraph 3 of this Assignment. To the extent they claim any interest in or title to the Equipment, Original Lessees expressly agree to forego, waive, and disclaim any rights, claims, or title they might have had to the Equipment, and to transfer any such rights, claims or title to New Lessee. As it relates to New Lessee's use of the Equipment, Landlord makes no representations or warranties regarding the Equipment. New Lessee acknowledges that: (1) Landlord does not currently have title to and is not purporting to transfer title to the Equipment to New Lessee, but is merely transferring possession; and (2) the Equipment is likely subject to a lien in favor of a third-party lienholder(s). Should any third-party lienholder

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attempt to assert any rights to the Equipment, New Lessee shall have no recourse against Landlord. New Lessee agrees to accept the Equipment in an "AS-IS, WHERE-IS" condition.

8. Options to Renew: It is understood and acknowledged by all parties that the Option to Renew in Section 56 of Addendum 1 to the Lease shall not convey and that Original Lessees and New Lessee have no right to exercise that Option to Renew. Provided that New Lessee is not, nor has been, in default of any of the terms and conditions of the Lease, the prior two assignments, or this Assignment, New Lessee shall have the option to extend the terms of the Lease for two additional three-year terms:

(a) If exercised, the first three-year term shall be for Base Rent at fair market value, with annual increases of 3%. Fair market value refers to the fair market rental value of the Premises, for the same or similar use, at the time the renewal commences, *i.e.*, January 1, 2026, but in no event shall fair market value be less than \$26.00/sq. ft. for Base Rent.

(b) If exercised, the second three-year term shall be for Base Rent at fair market value, with annual increases of 3%. Fair market value refers to the fair market rental value of the Premises, for the same or similar use, at the time the renewal commences, *i.e.*, January 1, 2029.

In order to exercise the foregoing options, New Lessee shall notify Lessor, in writing, not more than 180 days and not later than 90 days prior to the expiration of the term immediately preceding the option. Failure of New Lessee to exercise said option in strict compliance with the manner provided shall automatically terminate New Lessee's right to exercise said option. Except as set forth herein, all other terms of the Lease and this Assignment shall remain in effect for the extended term(s).

9. Acceptance and Assumption. New Lessee confirms that it has read the Lease in its entirety and accepts this assignment of the Lease on the terms set forth herein and agrees to assume all obligations under the Lease, including the obligation to pay all rent, under the Lease and to fully and faithfully perform all covenants, stipulations, agreements, duties, and obligations contained in the Lease arising after the Effective Date.

10. Original Lessees' & Guarantors' Liability. The assignment and assumption described above will not release or discharge Original Lessees or Guarantors from any past, present, or future liability under the Lease, and Original Lessees and Guarantors, by their execution below, specifically acknowledge that Original Lessee and Guarantors will not be so released or discharged until **December 31, 2025** (this release and discharge does not apply to any guarantors executing a guaranty for the first time in connection with this Assignment). In addition to Original Lessees' and Guarantors' liability, the New Lessee will be liable for the proper prompt performance of all covenants, terms, and conditions outlined in the Lease for the remainder of the Term of the Lease.

ST initial GO initial AS initial SI initial
ll initial _____ initial FT initial

To the fullest extent permitted by applicable law, Original Lessees and Guarantors agree to waive any applicable surety or guarantee protections available under Arizona law.

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11. Lessor Consent. By its execution below, Lessor consents to the assignment and assumption of the Lease but only upon the specific terms contained in this Assignment. Without limiting the foregoing, Lessor's consent is expressly conditioned on (i) New Lessee's agreement, by its execution of this Assignment, to the amendments to the Lease set forth in this Assignment, and (ii) New Lessee delivering the Lessor a guaranty of lease from New Lessee's members, including Jeff Inglin, in the form attached as Exhibit "A". Lessor acknowledges that New Lessee has delivered to Lessor the processing fee described in Section 20.5 of the Lease, in the amount of \$500.00, which processing fee is non-refundable.

12. Security Deposit. The Security Deposit or other deposit provided under the Lease and currently held by Lessor will continue to be held by Lessor to insure the full and faithful performance of the Lease. Any security deposit will be held, applied, and accounted for by Lessor under the Lease and, to the extent refundable, will be refunded to New Lessee.

 initial  initial  initial

13. Notice. New Lessee agrees that any notices required under the Lease, this Assignment, or Arizona law, may be delivered in the manner specified in Paragraph 23 of the Lease to:

Inglin Holdings, AZ, LLC
c/o Jeff Inglin
1371 N McDowell Blvd, Suite 130
Petaluma, CA 94954
Jeffinglin.btg@gmail.com

14. New Lessee Representation. New Lessee represents to Lessor that it is a validly formed and duly organized limited liability company in the State of Arizona, that it has full power and authority to enter into this Assignment, and that, upon execution of this Assignment, New Lessee will be bound by all the terms and conditions contained in this Assignment and the Lease. **New Lessee represents and warrants to Lessor that it has received and reviewed a complete and accurate copy of the Lease, has had its respective legal counsel review, and that it fully understands all of its terms and provisions and will comply with the same.**

 initial

15. Lessee Estoppel. Original Lessees and New Lessee represent and warrant to Lessor that, as of the Effective Date: (i) Lessor is not in default under the Lease, (ii) Original Lessees and New Lessee have no defenses to the enforcement of any term or provision of the Lease, (iii) Original Lessees and New Lessee have no offsets or credits against any amounts owed or to be owed by the "Lessee" under the Lease, (iv) Original Lessees and New Lessee have no outstanding claims against Lessor, and (v) in connection with this Assignment, Lessor will not be obligated to make or pay any tenant improvement allowance or to perform any work to or

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improvement of the Parcel or the Premises, or to make any rent or other concessions, except as expressly set forth herein.

16. Miscellaneous Provisions. This Assignment forms an integral and binding part of the Lease, and, except as specifically provided in this Assignment, the Lease will continue in unmodified full force and effect. Original Lessee and New Lessee understand that Lessor's consent to this Assignment will not be deemed a waiver of Lessor's rights to review and approve any subsequent assignment or subletting in accordance with the Lease.

17. Counterparts. This Assignment may be executed in any number of original, telecopy or .pdf counterparts, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument.

This Assignment is executed as of the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

725 2 25 1197. Dept #01255

Smithway Serafina, LLC, an Arizona
limited liability company

Signed by:
By: Allison Levy
Allison Levy, V.P. Operations

Amy Ross, formerly Amy Schlect, dba N-
Dub Pizza Pub

Signed by:
By: Amy Ross
Amy Ross

West Valley Social Club, LLC, an Arizona
limited liability company, dba as Elixir
Restaurant and Bar

Signed by:
By: Ryan Chonka
Ryan Chonka, Member and Manager

TafoyaGen, LLC, an Arizona limited
liability company, dba as Elixir Restaurant
and Bar

Signed by:
By: Jennifer Tafoya
Jennifer Tafoya, Member and Manager

Inglin Holdings, AZ, LLC dba Beyond the
Glory Sports Bar

Signed by:
By: Jeff Inglin
Jeff Inglin, Member and Manager

**ACKNOWLEDGED AND CONSENTED
TO BY:**

Amy Ross

Signed by:
Guarantor

Ryan Chonka

Signed by:
Guarantor

Jennifer Tafoya

Signed by:
Guarantor

Timothy Tafoya

Signed by:
Guarantor

Jeff Inglin

Signed by:
Guarantor

25 2 25 11:47 AM #1255

Exhibit "A"**GUARANTY OF LEASE**

This Guaranty of Lease (this "Guaranty") is attached to and made part of that certain Lease Agreement dated July 1, 2018, together with the 1st Amendment to Lease dated February 1, 2024 and the two previously executed Assignment and Assumption of Lease Agreement respectively dated February 1, 2024 and July 12, 2024 (collectively the "Lease") between Smithway Serafina, LLC, an Arizona limited liability company, successor-in-interest to Shops at Serafina, LLC, a Washington limited liability company, as Lessor, and Amy Ross (formerly Amy Schlecht), relating to the Parcel commonly known as 633 S. Estrella Parkway, Suite 3-105, Goodyear, AZ 85338. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Lessor to enter into that Assignment and Assumption of Lease Agreement with New Lessee, Inglin Holdings, LLC, Jeff Inglin, ("Guarantor"), has agreed to execute and deliver this Guaranty to Lessor. Guarantor acknowledges that Lessor would not enter into such lease assignment if Guarantor did not execute and deliver this Guaranty to Lessor.

1. **Guaranty.** In consideration of the execution of the Lease by Lessor and as a material inducement to Lessor to execute the Lease, Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Lessee to Lessor under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Lessee and all obligations to be performed by Lessee pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Lessee.

2. **Lessor's Rights.** Lessor may perform any of the following acts at any time during the Term of the Lease, without notice to or consent of Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Project, or this Guaranty, (d) consent to any transfer or assignment of Lessee's or any future lessee's interest under the Lease, (e) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (f) apply such security and direct the order or manner of sale thereof as Lessor, in its sole discretion, deems appropriate, and (g) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

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3. **Lessee's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Lessee under the Lease, Lessor may proceed immediately against Lessee or Guarantor, or both, to enforce any of Lessor's rights or remedies against Lessee or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Lessee or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Lessor to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor's Waivers.** Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Lessee to Lessor, (c) any right to require Lessor to enforce its rights or remedies against Lessee under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Lessor to proceed against any security held from Lessee or any other party, (e) any right of subrogation, and (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Lessor or any such security, whether resulting from an election by Lessor, or otherwise. Any part payment by Lessee or other circumstance which operates to toll any statute of limitations as to Lessee shall operate to toll the statute of limitations as to Guarantor.

5. **Separate and Distinct Obligations.** Guarantor acknowledges and agrees that Guarantor's obligations to Lessor under this Guaranty are separate and distinct from Lessee's obligations to Lessor under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on Guarantor's obligations to Lessor hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Lessee of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by Lessee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Lessee or for any substantial part of its property, (c) any assignment by Lessee for the benefit of creditors, (d) the failure of Lessee generally to pay its debts as such debts become due, (e) the taking of corporate action by Lessee in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Lessee in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessee or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantor under this Guaranty is not and shall not be affected or impaired by any payment made to Lessor under or related to the Lease for which Lessor is required to reimburse Lessee pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Lessee or any trustee, or thereafter assigned by Lessee or any trustee to a third party, this

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Guaranty shall remain in full force and effect with respect to the full performance of Lessee, any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in subparagraphs (a) through (f) of this Section 5 occur, as between Lessor and Guarantor, Lessor shall have the right to accelerate all of Lessee's obligations under the Lease and Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantor to Lessor. Guarantor waives any defense arising by reason of any disability or other defense of Lessee or by reason of the cessation from any cause whatsoever of the liability of Lessee.

6. **Subordination.** All existing and future advances by Guarantor to Lessee, and all existing and future debts of Lessee to Guarantor, shall be subordinated to all obligations owed to Lessor under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds Guarantor's personal representatives, successors and assigns.

8. **Encumbrances.** If Lessor's interest in the Project or the Lease, or the rents, issues or profits therefrom, is subject to any deed of trust, mortgage or assignment for security, any acquisition of Lessor's interest in the Project or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns.

9. **Guarantor's Duty.** Guarantor assumes the responsibility to remain informed of the financial condition of Lessee and of all other circumstances bearing upon the risk of Lessee's default, which reasonable inquiry would reveal, and agree that Lessor shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Any married Guarantor expressly agrees that Lessor has recourse against Guarantor's separate property for all of Guarantor's obligations hereunder. Guarantor waives any rights or defenses Guarantor may have under A.R.S. sections 12-1641 to 1646, to the extent any such provisions are applicable to this Guaranty.

10. **Lessor's Reliance.** Lessor shall not be required to inquire into the powers of Lessee or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness or obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Guarantor Financial Statements.** Guarantor will deliver to Lessor annually, within one hundred ten days after the expiration of each calendar year, copies of Guarantor's federal and state tax returns for the preceding calendar year and a balance sheet of Guarantor as of the end of the preceding calendar year, certified as accurate thereby.

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12. **Incorporation of Certain Lease Provisions.** Guarantor hereby represents and warrants to Lessor that Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Lessor against Lessee, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Lessee to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Lessee" shall mean Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty, except that any notice which Lessor desires or is required to provide to Guarantor shall be sent to Guarantor at Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Lessee under the Lease.

Dated as of 2/11/2025.

"Guarantor"

Signed by:

15BC983F90A8436

Name: Jeff Inglin
 Address: 1371 N McDowell Blvd, Suite 130
 Petaluma, CA 94954
 Jeffinglin.btg@gmail.com

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Exhibit "B"

ELIXIR EQUIPMENT LIST

PATIO

- **4 Plastic Picnic Tables**

DINING ROOM

- **8 Booths/Tables**
- **1 Hostess Desk/Station**
- **12 Various Size Flat Screen TV's**
- **4 – 8' Tables**
- **2 – 4 Top Tables**
- **4 – 2 Top Tables**
- **1 Large Pool Table – Black**
- **55 Dining Room Chairs - Black**
- **14 Barstools – Black**
- **1 ION- Portable Speaker**
- **1 Standup Cooler Depot Beverage Cooler**
- **1 - 2 Handle Portable Kegerator**
- **2 Stainless Soda Gun Ice Bins**
- **1 Excel Direct Glass Washer**
- **1 Beverage Air Minim Fridge-Stainless**
- **1 Glass Rack – Stainless**
- **1 – 3 Handle Kegerator**
- **1 – 10 Handle Kegerator with 2 Door Glass Holder**
- **1 – 2 door Avantco Refrigerator**
- **1 Piper Product Portable Hand Sink – Stainless**
- **1 Continental Single Door Refrigerator/Sandwich Prep Station**

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- **1 Beverage Air Refrigerator – Stainless**
- **1 Bunn Tea/Coffee Brewing Station (May be leased)**

STORAGE ROOM

- **3 Storage Racks**
- **1 Portable AC Unit**

KITCHEN

- **1 Scotsman Ice Machine**
- **1 Dish Prep Sink – Stainless**
- **1 – 3 Compartment Sink – Stainless**
- **1 Standup Cooler Depot Refrigerator**
- **1 GE Standup Freezer – White**
- **1 Dokers 2 Burner Stovetop Burners**
- **1 Lang Flat Top Grill**
- **1 American Range Fryer – Stainless**
- **1 Conveyor Belt Oven**
- **1 Everest Cooler – Stainless**
- **1 Frigidaire Freezer – Stainless**
- **1 Wine/Liquor Storage Cabinet**
- **1 Avantco Food Warmeron Stainless Prep Table**
- **2 - 2 Door Beverage Air Stainless Prep Table**
- **2 – 2 Door Beverage Air Refrigerated Sandwich Prep Tables**
- **1 Portable AC Unit**
- **1 True 2 Door Standup Freezer – Stainless**
- **1 True 2 Door Standup Refrigerator – Stainless**
- **1 4'x4' Apx Prep Table - Stainless**

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Exhibit "C"