

RESOLUTION 2020-004

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY BY RECOMMENDING APPROVAL FOR AN OWNER TRANSFER OF A SERIES 6 LIQUOR LICENSE FOR CHRISTOPHER GUNTER AND CHRISTINE ALONSO ON BEHALF OF PC'S LOUNGE; TO THE STATE DEPARTMENT OF LIQUOR LICENSES AND CONTROL; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, an application for an owner transfer of a Series 6 Liquor License for Christopher Gunter and Christine Alonso on behalf of PC's Lounge; and

WHEREAS, Arizona Revised Statutes §4-112 requires local municipalities to grant approval or disapproval of all liquor licenses being applied for within their jurisdiction; and

WHEREAS, the application has been posted on the premises of the business for twenty (20) days as required by State law; and

WHEREAS, it is the settled policy of the City Council that liquor licenses be recommended for approval if no objections are raised.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The City Council reaffirms its settled policy on liquor licenses within City limits.

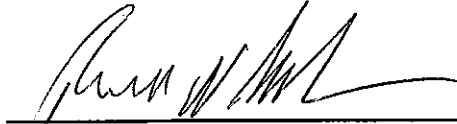
SECTION 2

The City Council of the City of Sierra Vista recommends approval of the application for an owner transfer of a Series 6 Liquor License for Christopher Gunter and Christine Alonso on behalf of PC's Lounge, to the State Department of Liquor Licenses and Control.

SECTION 3

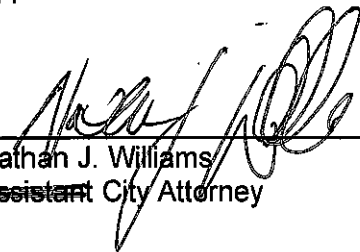
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents, are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23RD DAY OF JANUARY, 2020.



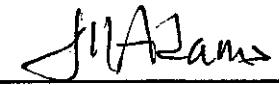
Frederick W. Mueller
Mayor

Approved as to Form:



Nathan J. Williams
Assistant City Attorney

Attest:



Jill Adams
City Clerk

Prepared By:
Jill Adams, City Clerk

State of Arizona
Department of Liquor Licenses and Control

Created 12/09/2019 @ 03:56:39 PM

Local Governing Body Report

LICENSE

Number: 06020011 Type: 006 BAR
Name: PC'S LOUNGE
State: Pending
Issue Date: Expiration Date: 06/30/2020
Original Issue Date: 01/01/1933
Location: 4700 E HWY 90
 SIERRA VISTA, AZ 85635
 USA
Mailing Address: [REDACTED]
 SIERRA VISTA, AZ 85635
 USA
Phone: [REDACTED]
Alt. Phone:
Email: CGUNITER@YAHOO.COM

Currently, this license has pending applications.

AGENT

Name: CHRISTOPHER MATTHEW GUNTER
Gender: Male
Correspondence Address: [REDACTED]
 SIERRA VISTA, AZ 85635
 USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

OWNER

Name: TIGHT SPOT ENTERPRISES LLC
Contact Name: CHRISTOPHER MATTHEW GUNTER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23011109 State of Incorporation: AZ
Incorporation Date: 08/10/2019
Correspondence Address: [REDACTED]
 SIERRA VISTA, AZ 85635
 USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
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CHRISTOPHER MATTHEW GUNTER
CHRISTINE ELAINE ALONSO

MEMBER
MEMBER

80.00
20.00

TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTOPHER MATTHEW GUNTER
Gender: Male
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTINE ELAINE ALONSO
Gender: Female
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 88461
Application Type: Owner Transfer
Created Date: 12/09/2019

QUESTIONS & ANSWERS

006 Bar

- 1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
Yes
A Document of type INTERIM PERMIT is required.
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 15) Please provide name, address, and Distance of nearest school.
BEREAN ACADEMY 4699 E HWY 90 SIERRA VISTA, AZ 85635 347.04 FT
- 16) Please provide name, address, and distance of nearest church.
FIRST CHRISTIAN CHURCH 55 KINGS WAY SIERRA VISTA, AZ 85635 329.77 FT

- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 18) Is there a penalty if lease is not fulfilled?
No
- 19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 20) Are you the owner?
No
- 21) Are you a purchaser?
Yes
A Document of type INCOMING CORRESPONDENCE is required.
- 22) Are you a management company?
No
- 23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
JERALD REUTEBUCH 4700 E HWY 90 SIERRA VISTA, AZ 85635 \$350,000.00
- 24) Is there a drive through window on the premises?
No
- 25) Have you provided a diagram of your premises?
Yes
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 34) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$30,000.00

110

State of Arizona
Department of Liquor Licenses and Control

Created 12/09/2019 @ 03:57:32 PM

Local Governing Body Report

LICENSE

Number: INP020009312 Type: INP INTERIM PERMIT
Name: PC'S LOUNGE
State: Active
Issue Date: 12/09/2019 Expiration Date: 03/23/2020
Original Issue Date: 12/09/2019
Location: 4700 E HWY 90
SIERRA VISTA, AZ 85635
USA
Mailing Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

AGENT

Name: CHRISTOPHER MATTHEW GUINTER
Gender: Male
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: TIGHT SPOT ENTERPRISES LLC
Contact Name: CHRISTOPHER MATTHEW GUINTER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23011109 State of Incorporation: AZ
Incorporation Date: 08/10/2019
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name: Title: % Interest:

CHRISTOPHER MATTHEW GUINTER
CHRISTINE ELAINE ALONSO

MEMBER
MEMBER

80.00
20.00

TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTOPHER MATTHEW GUINTER
Gender: Male
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTINE ELAINE ALONSO
Gender: Female
Correspondence Address: [REDACTED]
SIERRA VISTA, AZ 85635
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

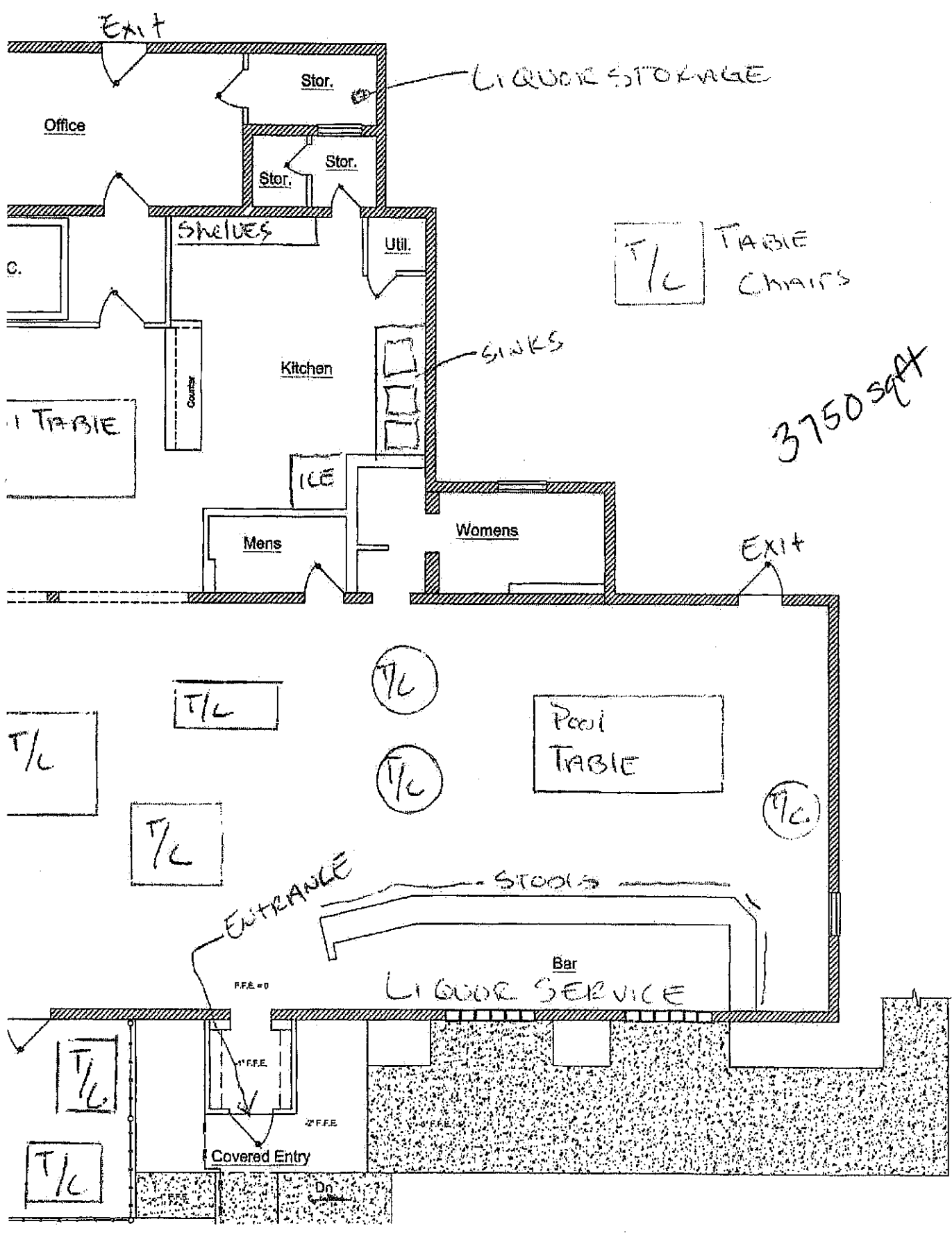
APPLICATION INFORMATION

Application Number: 88463
Application Type: New Application
Created Date: 12/09/2019

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
06020011
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.





19 DEC 9 10AM LIC RM 317

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

804,818

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020011/88461

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager.

2. Name: Ginter Christopher, Matthew Birth Date: [redacted]

3. Social Security #: [redacted] Driver License #: [redacted] State: AZ

4. Place of birth: Sierra Vista Arizona USA Height: 6'-3" Weight: 185 Eyes: blue Hair: blond

5. Name of current/most recent spouse: N/A Birth Date: [redacted]

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: [redacted]

7. Daytime telephone number: 520-940-0563 E-mail address: Chrisginter@gmail.com

8. Business Name: Tight Spot Enterprises PC's Lounge Business Phone: 520,940,0563

9. Business Location Address: 4700 E HWY 90 Sierra Vista, AZ, Cochise, 85635

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

1. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2004	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. 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 five years? A.R.S. §4-202(D) Yes No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**


NOTARY

I (Print Full Name) Christopher Guinter hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: [Signature] State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 28th Day of November 2019

My Commission Expires on: 11-23-2020



GOLDEN K. LAWRENCE
Notary Public - State of Arizona
Cochise COUNTY
My Commission Expires
November 23, 2020

Day Month Year

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Christopher Guinter SIGNATURE: _____



19 DEC 9 11:47 AM 3 18

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

ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

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

INDIVIDUAL OWNER/AGENT NAME (Print or type) Christopher Guinter (with handwritten 'Matthew' above Guinter)

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [X] Yes [] No

If Yes, indicate place of birth:
City: Sierra Vista State (or equivalent): AZ Country or Territory: USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.
2) Name of document: AZ Driver License
Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

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

N/A

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.

Otherwise Lawfully Present

- 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 and evidence I have given are true and correct to the best of my knowledge.

^{Matthew}
Christopher Ginter

Individual Owner/Agent Printed Name


Individual Owner/Agent Signature

11-9-2019

Today's Date

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

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 January 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.

Arizona DRIVER LICENSE USA

CLASS D
SEX M
REST NONE
DOB [REDACTED]

QUINTER
CHRISTOPHER MATTHEW

EXP 01/25/2039
ISS 12/23/2014

SEX M EYES BLU
HT 5 00 HAIR BLN
WG 185 lb

Quinter

[REDACTED]

CLASS: D-Operator
ENDORSEMENTS:
M-Motorcycle

RESTRICTIONS:
None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days

[REDACTED]

Certificate # ONLINE (D)



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

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	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

Christopher Guinter

Full Name (please print)

Christopher Guinter
Signature

October 13, 2019

Training Completion Date

October 13, 2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

Jared Repinski

Instructor Name (please print)

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

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).

Jared Repinski
Instructor Signature

13 / 10 / 2019

Day / Mo / 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) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | 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

REC'D BY: [illegible]

Certificate # ON-LINE (D)

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.

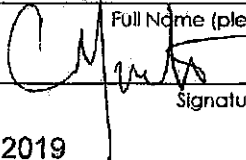
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing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

Christopher Guinter

Full Name (please print)



Signature

October 13, 2019

Training Completion Date

October 13, 2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

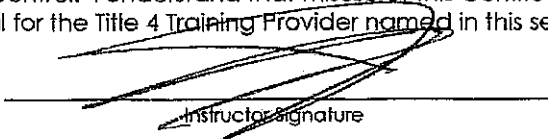
Mailing Address

(480) 664-0389

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

13 / 10 / 2019
Day Mo Year

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2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
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| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

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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.

RECEIVED BY THE DEPARTMENT OF LIQUOR



19 DEC 9 11:41 AM '18

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

804,818

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020011/88461

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Controlling Person is checked.

2. Name: Alonso, Christine Elaine Birth Date: [Redacted]

Last First Middle (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: AZ

4. Place of birth: Gulfport, MS USA Height: 5'6 Weight: 150 Eyes: bro Hair: bro

5. Name of current/most recent spouse: n/a Birth Date: [Redacted]

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: [Redacted]

7. Daytime telephone number: 520-668-4657 E-mail address: cea222@aol.com

8. Business Name: Tight Spot Enterprises, LLC Pe's Lounge Business Phone: 520-668-4657

9. Business Location Address: 4700 E HWY 90, Sierra Vista, AZ, Cochise County 85635

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include employment as Accountant at Truly Nolen of America, AZ Oncology Associates, and The Temp Connection.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2018	CURRENT	265 Cochise Ct, Sierra Vista, AZ 85635
11/2014	03/2018	9112 E Esperanza Dr, Tucson, AZ 85715

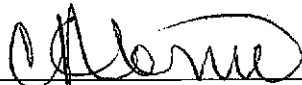
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. 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 five years? A.R.S. §4-202(D) Yes No


**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

NOTARY


I (Print Full Name) Christine Alonso hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature:  State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this

My Commission Expires on: 11-23-2020 Date 25th Day of November, 2019 Day Month Year



COLLEEN K. LAWRENCE
Notary Public - State of Arizona
Cochise COUNTY
My Commission Expires


Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Christine Alonso SIGNATURE: _____

Download Print

Certificate # ON-LINE (right click the download button, then "save as" to name & choose download location)

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

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

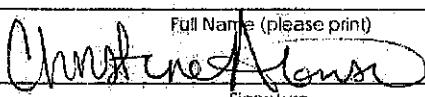
A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

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

Christine Alonso

Full Name (please print)

 Signature

10/13/2019 Training Completion Date 10/13/2022 Certificate Expiration Date
 (three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

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).


 Instructor Signature 13 / 10 / 2019
 Day Mo Year

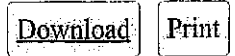
Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
 2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of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

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | 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.

10 DEC 9 09:24 PM '19



Certificate # ON-LINE (right click the download button, then "save as" to name & choose download location)

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

Christine Alonso

Full Name (please print)

Christine Alonso

Signature

10/13/2019

10/13/2022

Training Completion Date

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)

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Jared Repinski

Instructor Signature

13 / 10 / 2019

Day Mo 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

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
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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

10/13/2019 3:04 PM 10/13/2019

Tables, Chairs, Pool Tables, Beverage Coolers, Ice Machine, TV's, Misc Furniture and Equipment
Class VI Liquor License, Business Books & Records, Operating Process, Goodwill totaling \$50,000.00

For valuable consideration, receipt of which is acknowledged by Seller, Seller sells and conveys to Buyer the Property Sold, to have and to hold the Property Sold to Buyer and the heirs, executors, administrators and assigns of Buyer forever, and Seller and the heirs, executors, administrators and assigns of Seller warrant to defend the sale of Property Sold unto Buyer and the heirs, executors, administrators and assigns of Buyer, against all and every person whomsoever lawfully claiming or to claim the same.

P.C's Lounge, LLC, An Arizona Limited Liability Company


Jerald J. Revtebuch, Member

State of Arizona }
 } ss.
County of Cochise }

The foregoing instrument was acknowledged before me this 25th day of November, 2019, by Jerald J Revtebuch, Member of P.C's Lounge, LLC.

My commission expires:

NOTARY PUBLIC

PURCHASE AND SALE AGREEMENT

Dated Nov 25, 2019

By and Among

P.C.'s Lounge, LLC
Jerald J. Reutebuch, Member
(as Seller)

And

Tight Spot Enterprises, LLC
By Christopher Guinter, Member
Christine Alonso, Member
(as Buyer)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "**Agreement**") is made as of this 25th day of November, 2019, by and among Tight Spot Enterprises, LLC ("**Buyer**") and P.C.Lounge, LLC ("**Sellers**").

RECITALS:

A. Seller, P.C.'s Lounge, L.L.C., an Arizona limited liability company doing business in Sierra Vista, Arizona, the owner of P.C.'s Lounge (the "**Business**") located at 4700 E Hwy 90 Sierra Vista, AZ 85635. Jerald J. Reutebuch possesses 100.00% of the outstanding membership interest of P.C.'s Lounge, L.L.C.

B. Seller wishes to sell to Buyer all of P.C.'s Lounge, including all of the assets of "PC's Lounge, LLC," client list, mailing list, stock in trade, good-will, merchandise, furniture, fixtures, equipment, forms, and Sellers' rights under or to all contracts in connection with such business, free and clear of any and all liabilities, debts, mortgages, security; interests or other liens or encumbrances, except as herein stated, all more specifically set forth in **Schedule "A"** attached hereto and made a part hereof.

C. Buyer is willing to purchase the Assets from Seller on the terms and conditions of this Agreement.

COVENANTS:

In consideration of the recitals and mutual covenants contained herein, the parties agree:

1. Purchase and Sale of the Assets and Inventory. Subject to the terms and conditions specified in this Agreement, at the closing of the transactions contemplated by this Agreement on the Closing Date, Seller shall sell the Assets to Buyer and Buyer shall purchase the Assets from Seller. All of the Assets shall be transferred to Buyer free and clear of any and all claims, liens, encumbrances, pledges, security interests, co-ownership interests, options or agreements to purchase or sell, and free and clear of any liabilities and obligations of Seller, known or unknown, fixed, contingent or otherwise. As of the Closing Date, Seller will cease the operation of the Business, which will thereafter be conducted by Buyer.

2. Purchase: Property at 4700 E Hwy. 90, Class 6 liquor license, pool tables, tables, chairs, ice machine, dart boards, walk in cooler, misc. bar accessories

3. Purchase Price: The total consideration for the membership interests contained in this Agreement shall be Four Hundred Thousand Dollars and 00/100 Dollars (\$400,000.00). Purchase Price will be paid in the following manner:

3.1. Deposit: Buyer will pay Seller Fifty Thousand (\$50,000.00) at close of escrow.

3.2. Seller/Owner Carry: Seller will carry Three Hundred & Fifty Thousand (\$350,000) at a 5% interest for 15 years, with an early payoff option in 7 years.

2857.00

3.3. Payments: 180 monthly payments at \$2770.00 for 15-year, early payoff option after year 7. Interest will be adjusted to reflect early payoff balance. Reference Exhibit 3.

4. Closing Date. The Closing Date shall be November 25, 2019. The Closing Date may be continued to a later date by agreement of both parties. Unless other arrangements are agreed upon by both parties, seller's personal items will be removed from property and structures will be vacated no later than December 31, 2019.

5. Representations and Warranties of Seller. To induce Buyer to enter into this Agreement and to close the transactions contemplated herein, Seller represents and warrants to Buyer as follows (unless otherwise stated in the following representations and warranties, all such representations and warranties are and shall be true and correct as of the date hereof and as of the Closing Date).

5.1. Organization. The Business is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and has and will have on the Closing Date all requisite power and authority to own, lease and operate its properties and to carry on its business and will be duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, or if not so duly qualified, its failure to be so qualified will not have a material adverse effect on its business, operations or financial condition.

5.2. Authority; Consents and Approvals; No Violation. Seller has the full power and authority to execute and deliver this Agreement and to sell the Assets pursuant to this Agreement, and to consummate the transactions contemplated hereunder. This Agreement has been validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller. No permit, authorization, consent or approval of or declaration or filing with any public body, agency, court or authority is necessary for the lawful, proper and valid consummation by Seller of the transactions contemplated hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder by Seller do not and will not violate any statute, rule or regulation, any order or decree of any public body or authority, applicable to Seller or its assets, or conflict with, result in a breach or constitute (with or without due notice or lapse of time) a default under any agreement, plan of reorganization or other instrument to which Seller is a party or by which it is bound.

5.3. Ownership of Assets. Seller has good and marketable title to the Business, and by extension, all of the Assets, and all of the Assets are owned or held free and clear of all title defects or objections, mortgages, claims, liens, pledges, charges, security interests, co-ownership interests, options to purchase or other encumbrances of any kind or character, except liens for current taxes, assessments and governmental charges not yet due and payable.

5.4. Financial Statements. Seller shall furnish to Buyer financial statements of the Business (the financial statements referred to in this Section being hereafter sometimes collectively called the "**Seller Financial Statements**"). The Seller Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied, except as noted in notes to the Seller Financial Statements, are true and correct, and do not omit any item or matter which omission causes any portion of the Seller Financial Statements to be materially misleading.

5.5. Absence of Undisclosed Liabilities. Seller has no liability of any nature, fixed or contingent, not reflected in the Seller Financial Statements and notes thereto, except for liabilities

for ordinary operating expenses incurred in the ordinary course of business since the date of the Seller Financial Statements and other liabilities which individually and in the aggregate are not material in amount or nature. Since the date of the Seller Financial Statements, Seller has continued to pay its expenses on a basis consistent with its prior practice.

5.6. Changes Since Seller Financial Statement. Since the date of the Seller Financial Statements, there has not been any material or adverse change in the financial condition, results of operations, business, business organization or personnel of the Business, or in its relationships with suppliers, customers, advertisers, or others, other than changes occurring in the ordinary course of its business, which, both individually and in the aggregate, have not been materially adverse.

5.7. Infringement. To the best knowledge of Seller, Seller has not infringed, and is not infringing on any trade name, trademark, service mark, patent, copyright or other proprietary right belonging to any other person, firm or corporation.

5.8. No Untrue Statement. No representation or warranty by Seller in this Agreement or any instrument, certificate, exhibit, schedule or list attached hereto or furnished or to be furnished to Buyer pursuant to the terms of this Agreement, contains or will contain to the best knowledge of Seller any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. In the event any such representation or warranty is discovered at any time, before or after the Closing, to contain any material misstatement or omission, Seller shall advise Buyer in writing immediately of such misstatement or omission. Unless Buyer is advised of such misstatement or omission in writing prior to Closing, Seller shall not be relieved of any liability which may arise under this Agreement for breach of any representation or warranty. Seller acknowledges that Buyer is entering into this Agreement in reliance upon its representations, warranties and covenants made in this Agreement. All representations, warranties and covenants of the Seller contained herein shall survive the Closing and the sale of the Assets to Buyer.

6. Representations and Warranties of Buyer. To induce Seller to enter into this Agreement and to close the transactions contemplated herein, Buyer represents and warrants to, and covenants with, Seller as follows (unless otherwise stated in the following representations and warranties, all such representations and warranties are and shall be true and correct as of the date hereof and as of the Closing Date).

6.1. Authority; Consents and Approvals; No Violation. Buyer has and will have on the Closing Date the full power and authority to execute and deliver this Agreement and to perform its obligations and consummate the transactions contemplated hereunder. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer except to the extent that the binding nature thereof may be subject to the limitations which might result from bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights now or thereafter in effect, and except for the limitations on the remedy of specific performance and other forms of equitable relief. No permit, authorization, consent or approval of or declaration or filing with any public body, agency, court or authority is necessary for the lawful, proper and valid consummation by Buyer of the transactions contemplated hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder do not and will not violate any statute, rule or regulation, any order or decree of any public body or authority by which Buyer is or on the Closing Date will be bound or conflict with, result in a breach of or constitute (with or without due notice or lapse of time) a default under any license, franchise, permit, indenture, agreement or

other instrument to which Buyer is or will be a party, or by which they or any of their properties is or will be bound.

7. Conduct of the Parties Prior to and after Closing.

7.1. Good Faith Obligations. Buyer and Seller each agree to proceed diligently and in good faith to consummate the transactions contemplated by this Agreement, and otherwise to cause the Closing to occur, and they will use all reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable to consummate the transactions contemplated by this Agreement; provided, however, that neither Seller nor Buyer shall be obligated to waive any conditions to their obligation to close set forth in this Agreement.

7.2. Conduct of Business. Buyer will conduct the Business prior to Closing in the same manner as it is now presently conducted. Seller will permit Buyer and its agents (including counsel, accountants, lenders and consultants) at all reasonable times prior to Closing reasonable access to the Business's books, records, facilities and key personnel to enable Buyer to continue its due diligence review of the Assets and the Business and their condition, operation and affairs. Except as Seller may be obligated pursuant to existing commitments or agreements and without limiting Seller's right to conduct its business in a reasonable and prudent manner: (i) Seller will conduct its business which relates to the Business only in the ordinary course of business, consistent with past custom and practice; (ii) Seller will use its best efforts to maintain its business and employees, customers, assets, and operations; (iii) Seller will pay its obligations in the ordinary course of its business, and will collect its accounts receivable only in the ordinary course of business, in each case consistent with past practice; and (iv) Seller will not enter into any contract or engage in any transaction outside of the ordinary course of business if such contract or transaction will have a material effect on the Assets or Seller's business related thereto.

7.3. Confidentiality. Prior to the Closing, Seller and Buyer shall keep confidential the existence and terms of this Agreement and the transactions contemplated herein. Buyer and Seller may disclose such information to their attorneys, accountants, owners, investors and prospective investors, lenders, officers and such employees as may need to know about the transactions to carry out their duties, but only if such persons are under a similar obligation of confidentiality.

7.4. Closing. At the Closing, each party shall deliver to the other party the cash and documents at set forth in this Agreement. Seller shall deliver to Buyer a Bill of Sale and Assignment for the Assets in the form attached as **Exhibit B.**

7.5. Payment of Obligations of Seller. Buyer does not assume any obligations of Seller as a result of the transaction contemplated herein. Seller agrees to promptly pay and discharge all obligations relating to the Business which will have arisen prior to the Closing Date, and will fulfill all obligations to customers who have placed orders with Seller prior to the Closing Date. Seller will hold harmless Buyer for any obligation with respect thereto.

7.6. Due Diligence. Buyer may terminate this Agreement and the purchase of the Assets at any time before the Closing Date if Buyer, in its sole discretion, determines that the Assets are not suitable for Buyer's purchase. The Closing of this Agreement and completion of the sale of the Assets to Buyer shall not affect the validity of the representations and warranties of Seller, which shall remain in full force and effect.

8. Conditions Precedent of Seller to Close. The obligations of Seller to close and consummate the transactions contemplated hereunder shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

8.1. Accuracy of Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing, with the same force and effect as though made at and as of the Closing, except for changes expressly contemplated or permitted by this Agreement.

8.2. Compliance with Obligations. Buyer shall have performed and complied in all material respects with all the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing and Seller shall have received all of the instruments and other documents required to be executed or delivered by Buyer to Seller at or prior to the Closing.

8.3. Absence of Actions or Proceedings. There shall be no actual or threatened action or proceeding by or before any court, governmental body or arbitration tribunal which shall seek to restrain, prohibit or invalidate any of the transactions contemplated hereunder which in the judgment of Seller made in good faith and based upon advice of its counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement.

8.4. Consents and Approvals: Items Satisfactory to Other Parties. All consents or approvals of any third party which in the reasonable judgment of Seller are necessary to consummate the transactions contemplated hereunder, or to proceed with the Closing, shall have been received and be reasonably satisfactory to Seller.

9. Conditions Precedent of Buyer to Close. The obligations of Buyer to close and consummate the transactions contemplated hereunder shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

9.1. Accuracy of Representations and Warranties. All representations and warranties of Seller contained herein shall be true and correct in all material respects as of the Closing, with the same force and effect as though made at and as of the Closing, except for changes expressly contemplated or permitted by this Agreement.

9.2. Compliance with Obligations. Seller shall have performed and complied in all material respects with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing, and Buyer shall have received all of the agreements, instruments and other documents required to be executed or delivered to it prior to the Closing.

9.3. Absence of Actions or Proceedings. There shall be no actual or threatened action or proceeding by or before any court, governmental body or arbitration tribunal which shall seek to restrain, prohibit or invalidate any of the transactions contemplated hereunder which in the judgment of Buyer made in good faith and based upon advice of its counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement.

10. Default and Remedies. In addition to all remedies granted to the parties in this Agreement, the parties shall have the following rights and remedies.

10.1. Indemnification.

10.1.1. Indemnity by Seller. Seller shall indemnify, defend and hold harmless Buyer, its employees and agents, against and in respect of any and all liabilities including interest, penalties and reasonable attorneys' fees, that Buyer shall incur or suffer, which arise or result from, or relate to (i) any breach by Seller of any of their representations or warranties contained in the Agreement, or the failure of Seller to perform any covenant or agreement contained in the Agreement, or in any exhibit or other instrument furnished or to be furnished by Seller under the Agreement, and (ii) any and all claims of whatever nature, asserted (with or without the commencement of legal action) against Buyer with respect to the operation of the Business prior to the Closing Date.

10.1.2. Indemnity by Buyer. Buyer shall indemnify, defend and hold harmless Seller, its employees and agents, against and in respect of any and all Liabilities, including interest, penalties and reasonable attorneys' fees, that Seller, their employees or agents shall incur or suffer, which arise or result from, or relate to (i) any breach by Buyer of any of its representations and warranties contained in the Agreement or in any schedule, certificate, exhibit or other instrument furnished or to be furnished by them under the Agreement or the failure of the Buyer to perform any covenant or agreement contained in the Agreement, or (ii) any and all claims, of whatever nature, asserted (with or without the commencement of legal action) against Seller, their employees or agents, with respect to the operations of the Business on or after the Closing Date.

10.2. Cancellation. If any of the conditions precedent set forth in Sections 7 and 8 of this Agreement is not satisfied or waived by the party for whose benefit the conditions were imposed, that party may cancel this Agreement by notice to the other party. If the Buyer fails to fulfill its obligations herein, all payments made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and that Seller shall have the right, but not the obligation, to declare the Buyer's interest in the Company forfeited and to remove Buyer as a Member of the Company. Buyer may cancel this Agreement at any time prior to Closing if Buyer determines, in its sole discretion, that purchase of the Assets is not feasible as a result of its examination of the Business and Assets. Upon such cancellation, the obligations to purchase and sell the Assets and Inventory shall terminate and neither party shall have any further liability to the other party.

11. Other Provisions.

11.1. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive the Closing.

11.2. Expenses. Each party shall bear its own costs and expenses, including attorneys' and accountants' fees, in connection with the negotiation, due diligence investigation, documentation and consummation of the sale and purchase of the Assets and the other transactions contemplated by this Agreement, except that the parties will share equally the cost of preparation of the documentation for the transaction, including this Agreement.

11.3. Additional Acts. In addition to the obligations required to be performed by the parties hereto under the other provisions of this Agreement, the parties agree to perform, without further consideration, such other acts and to execute, acknowledge and deliver such other instruments and documents, subsequent to the Closing, as may be reasonably required to carry out the provisions and purposes of this Agreement.

11.4. Extension; Waiver. The parties hereto may extend the time for, or waive the performance of, any of the obligations of any parties hereto, waive any inaccuracies in the representations or warranties of any parties hereto, or waive compliance by any parties hereto with any of the covenants or conditions contained in this Agreement. However, any such extension or waiver shall be in writing and signed by all of the parties hereto. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of any party hereto.

11.5. Notices. Any notice to a party pursuant to this Agreement shall be given by one of the following means: (a) certified or registered United States mail, postage prepaid, (b) private courier or express service requesting evidence of receipt as a part of its service, or (c) by telecopy, with a copy also to be given by first class United States mail, postage prepaid, or by any means permitted under subparagraphs (a) or (b) of this section. Notices shall be given to the parties at the following addresses:

If to Buyer:

Tight Spot Enterprises, LLC
265 Cochise Court
Sierra Vista, Arizona 85635
Attention: Christopher Guinter

If to Seller:

P.C.'s Lounge, LLC
Attention: Jerald Revtebuch
4700 E Hwy 90
Sierra Vista, AZ 85635

Attention:

11.6. Binding Effect. Upon execution hereof by all parties hereto, this Agreement shall inure to the benefit of, be binding on and be enforceable against the parties and their respective heirs, legal representatives, successors and assigns.

11.7. Entire Agreement. This Agreement (including the exhibits and schedules hereto) and the instruments and documents delivered pursuant hereto, and the other agreements contemplated or required hereby, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by all parties hereto. Notwithstanding the foregoing, in the event the Closing does not occur, any prior agreement with respect to confidentiality of information furnished by any party shall continue to be binding on all parties thereto.

11.8. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

11.9. Attorneys' Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

11.10. Construction and Interpretation. This Agreement is the result of negotiations between the parties and their legal counsel, and the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The parties each waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who, or whose attorney, prepared the executed agreement or any earlier draft of same. The headings of the paragraphs and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.11. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Cochise County, Arizona.

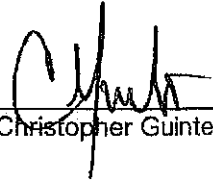
11.12. No Third-Party Beneficiary. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent, employee or creditor, and no such other person shall have any right or cause of action hereunder.

SIGNATURES ON FOLLOWING PAGE

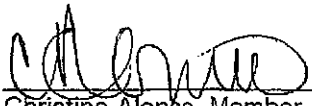
DATED as of this 25 day of Nov, 2019.

BUYER:

Tight Spot Enterprises, LLC



Christopher Guinter, Member



Christine Alonso, Member

SELLER:

P.C.'s Lounge, LLC



Gerald J. Reutebuch, Member

EXHIBIT A
(Schedule of Assets)

Exhibit A

IRS Form 8594			
<u>Class V Assets</u>		Fair Market Value	Allocation of Sales Price
Property	Land	100,000.00	100,000.00
	Buildings	250,000.00	250,000.00
Furniture, Fixtures, Equipment:			
	<u>Description</u>	<u>Fair Market Value</u>	<u>Value</u>
	Tables	250.00	250.00
	Chairs	250.00	250.00
	Pool tables	1,000.00	1,000.00
	Dart boards	1,000.00	1,000.00
	Beverage coolers	2,500.00	2,500.00
	Ice machine	600.00	600.00
	Misc Furniture & Equipment	600.00	600.00
		356,200.00	356,200.00
<u>Class VI Assets</u>			
	Class VI Liquor License	30,000.00	30,000.00
	Business books & records	1,500.00	1,500.00
	Operating process	1,500.00	1,500.00
		33,000.00	33,000.00
<u>Class VII Assets</u>			
	Goodwill	10,800.00	10,800.00
		400,000.00	400,000.00

EXHIBIT B
(Form of Bill of Sale)

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06020011

Issue Date: 6/10/2019

Expiration Date: 6/30/2020

Issued To:

JERALD JAY REUTEBUCH, Agent
PC'S LOUNGE LLC, Owner

Location:

PC'S LOUNGE
4700 E HWY 90
SIERRA VISTA, AZ 85635
USA



Mailing Address:

JERALD JAY REUTEBUCH
PC'S LOUNGE LLC
PC'S LOUNGE
4700 E HWY 90
SIERRA VISTA, AZ 85635
USA



POST THIS LICENSE IN A CONSPICUOUS PLACE

19 DEC 9 11:41:14 AM '17