

State of Arizona
Department of Liquor Licenses and Control

Created 09/02/2020 @ 08:38:50 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	ARIZONA PIZZA COMPANY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA		
Mailing Address:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA		
Phone:	(623)253-6155		
Alt. Phone:	(623)535-9515		
Email:	BRANDINORDSTROM@HOTMAIL.COM		

AGENT

Name:	BRANDI ELAINE NORDSTROM MOSTOFO
Gender:	Female
Correspondence Address:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA
Phone:	(623)535-9515
Alt. Phone:	
Email:	BRANDINORDSTROM@HOTMAIL.COM

OWNER

Name: MOSTFAM LLC
Contact Name: BRANDI ELAINE NORDSTROM MOSTOFO
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L18246532 State of Incorporation: AZ
Incorporation Date: 02/19/2013
Correspondence Address: 15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
BRANDI ELAINE NORDSTROM MOSTOFO	Manager-LLC	100.00

MOSTFAM LLC - Manager-LLC

Name: BRANDI ELAINE NORDSTROM MOSTOFO
Gender: Female
Correspondence Address: 15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

MANAGERS

Name: BRANDI ELAINE NORDSTROM MOSTOFO
Gender: Female
Correspondence Address: 15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 118794
Application Type: New Application
Created Date: 09/02/2020

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 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?
No
- 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) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 09/02/2020 @ 08:39:04 AM

Local Governing Body Report

LICENSE

Number:	INP070012075	Type:	INP INTERIM PERMIT
Name:	ARIZONA PIZZA COMPANY		
State:	Active		
Issue Date:	09/02/2020	Expiration Date:	12/16/2020
Original Issue Date:	09/02/2020		
Location:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA		
Mailing Address:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA		
Phone:	(623)253-6155		
Alt. Phone:	(623)535-9515		
Email:	BRANDINORDSTROM@HOTMAIL.COM		

AGENT

Name:	BRANDI ELAINE NORDSTROM MOSTOFO
Gender:	Female
Correspondence Address:	15530 W ROOSEVELT STREET STE D104 GOODYEAR, AZ 85338 USA
Phone:	(623)535-9515
Alt. Phone:	
Email:	BRANDINORDSTROM@HOTMAIL.COM

OWNER

Name: MOSTFAM LLC
Contact Name: BRANDI ELAINE NORDSTROM MOSTOFO
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L18246532 State of Incorporation: AZ
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STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
BRANDI ELAINE NORDSTROM MOSTOFO	Manager-LLC	100.00

MOSTFAM LLC - Manager-LLC

Name: BRANDI ELAINE NORDSTROM MOSTOFO
Gender: Female
Correspondence Address: 15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

MANAGERS

Name: BRANDI ELAINE NORDSTROM MOSTOFO
Gender: Female
Correspondence Address: 15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA
Phone: (623)535-9515
Alt. Phone:
Email: BRANDINORDSTROM@HOTMAIL.COM

APPLICATION INFORMATION

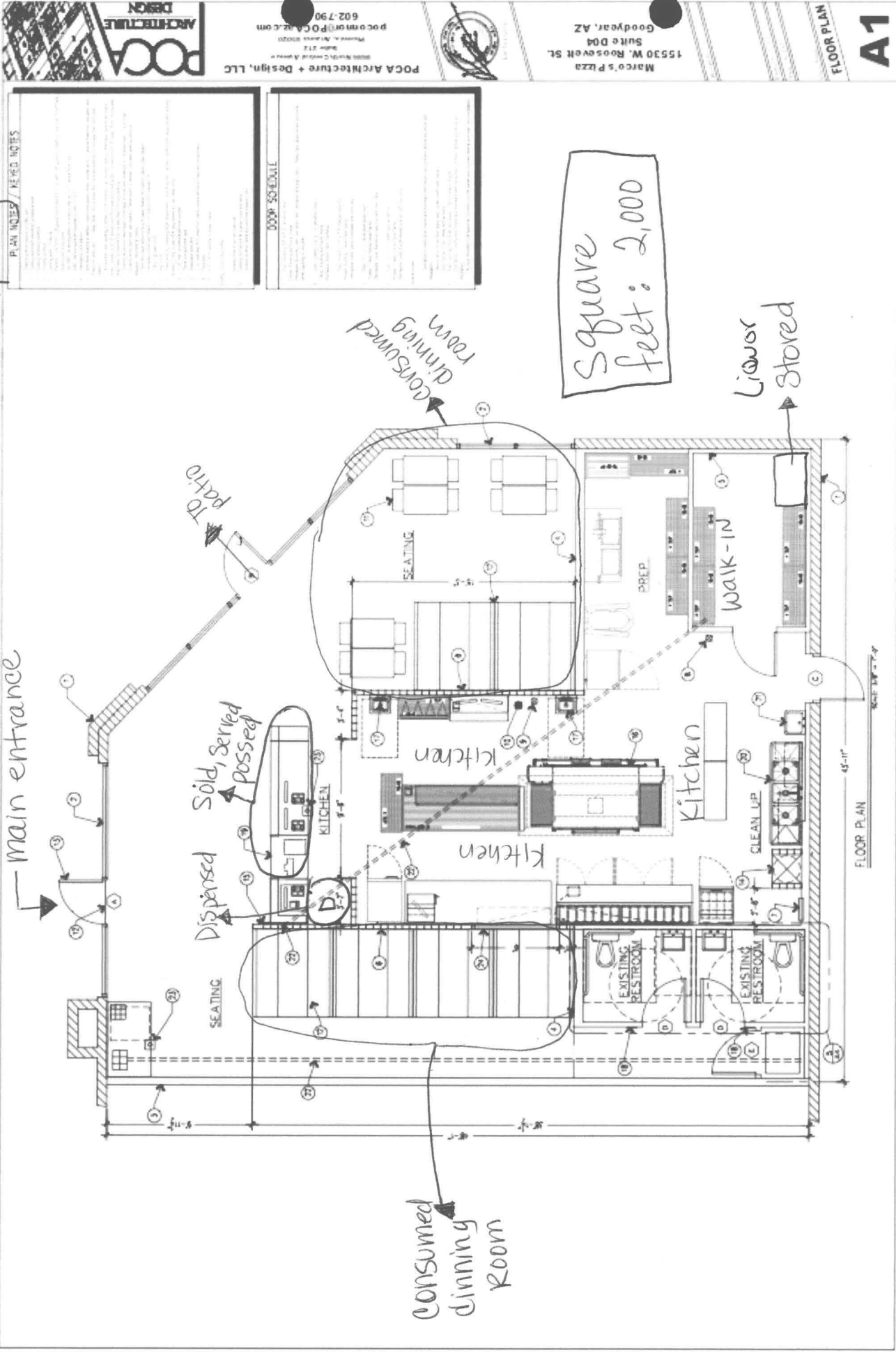
Application Number: 118795
Application Type: New Application
Created Date: 09/02/2020

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
1207B265
- 2) Is the license currently in use?
No
How long has it been out of use?
05/20/2020
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No

main entrance

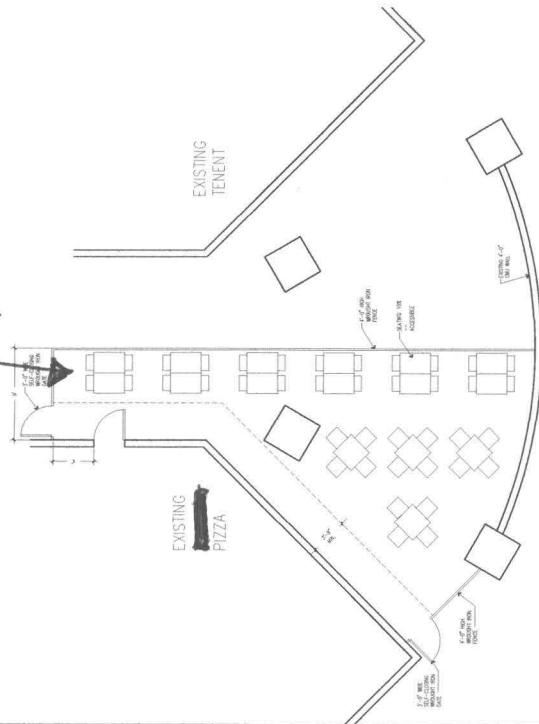


Arizona Pizza Company

WROUGHT IRON FENCE

N.T.S.

consumed, instead



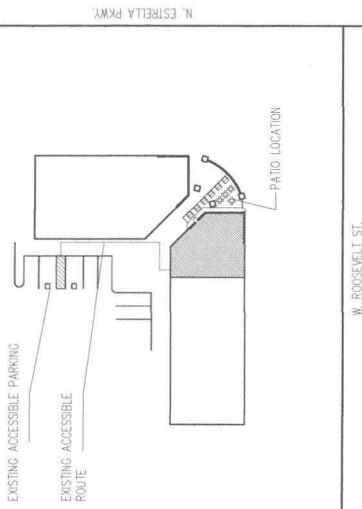
PATIO FLOOR PLAN

$$\text{SCALE: } 3/16" = 1' - 0"$$

PROJECT DATA	VICINITY MAP	SHEET INDEX
<p>Project Owner: Fortuna Development Estate/ Private, LLC. Project Address: 15500 West Roosevelt Aesthetics Permit Improvement for Merlot Pizza</p> <p>Assessor's Parcel Number: 500-05-009</p> <p>Zoning: C-2 Footcage: 2,000 sq. ft. Building Code: 2012 International Building Code with amendments 2012 International Fire Code with amendments 2012 Uniform Plumbing Code with amendments 2012 International Mechanical Code with amendments 2010 ADA Standards for Accessible Design</p> <p>Occupancy: B Use: Restaurant Occupancy Load: V.B. with A.E.B.</p> <p>Dining Area: 32 seats x 32 Total: 1056 sq. ft. x 37</p> <p>Fire Sprinklers: yes The building is subject to a state retirement license that has been partially buildout but never completed. Work will include minor walls, rest room, grease hood, plumbing, mechanical ductwork and future parking lot. The building is fully accessible with existing accessible paving in front of suite.</p>		
<p>ACCESSIBILITY NOTES</p> <p>A. Accessibility shall be provided in accordance with Chapter 11B of the International Building Code.</p> <p>B. An accessible route of travel shall be provided to all portions of the building and between the building and the public way. Section 1103.2.2.</p> <p>C. The accessible route of travel shall be provided in the same number as required for exits by chapter 10.</p> <p>D. An accessible route of travel shall not pass through restrooms, toilet rooms and other similar spaces. Section 1103.2.</p> <p>E. The primary entry to the building shall be accessible. All other entrances to the building with are located within 6 feet of the primary entrance shall be accessible.</p> <p>F. Accessible entrances to the building shall be identified by the International symbol of accessibility.</p> <p>G. Areas and within a 6 inch of adjacent ground level shall be accessible.</p> <p>H. Ramps shall have landings at the top and bottom of each ramp and at intermediate landings.</p> <p>I. Top and Intermediate (bottom) landing shall have a dimension in the direction of ramp run of 5 feet. Section 1103.2.</p> <p>J. Ramps required by ANSI A117.1 shall not have slopes that exceed 1 foot in 12 feet. If steeper than 1 foot in 15 feet, the ramp shall be provided as required for stairs. Section 1103.2.1, 1103.2.2.</p> <p>K. The surface of ramps shall be roughened or shall be slip resistant materials. Section 1103.2.3.</p> <p>L. Existing handicap parking spaces for building can be found adjacent to Building 7.</p> <p>M. New handicap parking spaces and van spaces shall be provided in accordance with the City of Merlot and number of spaces conform to existing City of Merlot zoning ordinance.</p> <p>N. Existing handicap parking spaces shall have signage in accordance to City of Merlot zoning ordinance.</p>	<p>LOCATION MAP</p>	



LOCATION MAP



W. ROOSEVELT ST.

N. ESTRELLA PKWY.

**Patio Addition for
Marco's Pizza
5530 W. Roosevelt St.
Suite D04
Goodyear, AZ**

Goodyear, AZ

POCA Architecture + Design, LLC
8686 North Central Avenue
Suite 212
Phoenix, Arizona 85020
pocomm@POCAaz.com
602-790-9935

POCA
ARCHITECTURE
DESIGN

EXP 12/31/2017

Project # - 17071
Date - 12-19-17
Sheet Name:
COVER SHEET
T1

08
09
10
11
12
13
14



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

20 SEP 2 11:47 AM '18

DLLC USE ONLY

Job #:

118794

RESTAURANT OPERATION PLAN

- Name of restaurant (Please print): Arizona Pizza Company
- List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	N/A None
Oven	Middlebay Marshall Pizza Oven
Freezer	Levinator single door 3 shelves
Refrigerator	Boatz walkin cooler 10x10
Sink	Blueair 3 compartment handsink
Dish Washing Facilities	N/A None
Food Preparation Counter (Dimensions)	3x6 stainless steel table
Other	

- Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
- List the seating capacity for:

a. Restaurant dining area of your premises:
(Do not include patio seating)

[~~2,000 sq ft~~] 30 seats

b. Bar area of your premises:

[+ 0] NO Bar

c. Total dining and bar seating capacity of your premises:

[~~2,000 sq ft~~] 30 seats

- What Type of dinnerware and utensils are utilized within your restaurant?

☐ Reusable

☐ Disposable

☒ Both

- 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?) _____ %

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

(Do not include kitchen, bar, hi-top tables, or game area.) 30 %

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.)

3 - TV'S

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	0
Hostesses	0
Managers	1
Servers	0
Other (cashier)	2
Other ()	
Other ()	

I, Brandi E. Mostofa, hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

x Brandi E. Mostofa
(Signature of APPLICANT)

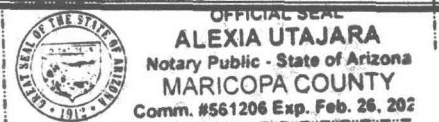


NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 12th day of August 2020
Day Month Year

My Commission Expires on: 02/26/2023
Date



Alexia UtaJara
Signature of Notary Public



Arizona Department of Liquor Licenses and
Control

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

20 SEP 2 10:45 AM '15

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

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

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

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

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**


A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY	
<p>I, (Print Full Name) <u>Brandi E. Mostofa</u>, have read and understand all aspects of this statement</p> <p>X (Signature) <u>Brandi E. Mostofa</u> Controlling Person / Agent</p> <p>My commission expires on: <u>2-26-2023</u></p>	<p>State of <u>Arizona</u> County of <u>Maricopa</u> the foregoing instrument was acknowledged before me this</p> <p style="text-align: center;"><u>12</u> of <u>August</u> <u>2020</u> Day Month Year</p> <p style="text-align: center;"><u>[Signature]</u> Signature of NOTARY PUBLIC</p>
<div style="display: flex; align-items: center; justify-content: center;"><div><p>OFFICIAL SEAL BRIDGETTE LOPEZ Notary Public - State of Arizona MARICOPA COUNTY Comm. #561100 Exp. Feb. 26, 2023</p></div></div>	

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



*20 SEP 2 11:47 AM 8 45

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

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.

804.920

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#:

118794

1. Check the Appropriate Box

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	--

2. Name: Nordstrom Mostofa Brandi Elaine Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Flint MI USA Height: 5'4" Weight: 124 Eyes: GRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: Mostofa Hassan S Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1/2018

7. Daytime telephone number: 623-535-9515 E-mail address: brandi.nordstrom@hotmail.com

8. Business Name: Arizona Pizza Company Business Phone: / /

9. Business Location Address: 15530 W. Roosevelt St D104 Goodyear AZ 85338 Maricopa
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		
1/2010	current	Mostfam, LLC - Deli	18618 W. Solano Dr. AZ 85340 Litchfield Park

(ATTACH ADDITIONAL SHEET IF NECESSARY)

20 AUG 25 149. Lic. #1452
20 SEP 2 149. Lic. #1845

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
	CURRENT	

(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) Brandi Elaine Nordstrom-Moskato 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 _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

Signature of Notary

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

PRINT NAME: _____ SIGNATURE: Pizza Arizona Company

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
3/2019	CURRENT	18618 W. Solano Dr. ^{Litchfield Park CA} AZ 85340
5/2019	3/2019	20225 W. Whitton Ave Buckeye AZ 85396
5/2015	5/2017	20801 W. Sentinel Buckeye AZ 85396

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
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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

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Signature: Brandi E. Mostofa

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/26/2023
Date

12th Day of August, 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: Brandi E. Mostofa

SIGNATURE: Brandi E. Mostofa



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)

Brandi Elaine Mastof - Nords from CA

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 *Flint* State (or equivalent) *Michigan* Country or Territory *USA (AR) Genesee*

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

2) Name of document:
Go to Section IV.

Birth certificate / AZ ID / SS Card

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.

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.

Brandi E. Mostofa

Individual Owner/Agent Printed Name

Brandi E. Mostofa

Individual Owner/Agent Signature

August 12, 2020

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.

20 AUG 25 Ltr. Lic. PM 4 52

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D 4d DLN [REDACTED]
9a END NONE 3 DOB [REDACTED]
12 REST B
1 NORDSTROM-MOSTOFO
2 BRANDI ELAINE
8 20225 W WHITTON AVE
BUCKEYE, AZ 85396-8421
4b EXP 11/24/2041 4a ISS 07/27/2017
15 SEX F 18 EYES GRN
16 HGT 5'-05" 19 HAIR BRO
17 WGT 155 lb
[REDACTED]
Brandi Elaine Nordstrom-Mostofo
45 DD 4016MV610N1248B6



20 SEP 2 Ltr. Lic. PM 8 45

AMENDMENT

SOCIAL SECURITY

[REDACTED]

THIS NUMBER HAS BEEN ESTABLISHED FOR

BRANDI ELAINE
NORDSTROM-MOSTOFO

Brandi Elaine Nordstrom-Mostofo
ADMINISTRATOR
SIGNATURE

20 SEP 2 1977 Lic. #1845

633

5336

MICHIGAN DEPARTMENT OF PUBLIC HEALTH
CERTIFICATE OF LIVE BIRTH 121-

480

LOCAL FILE NUMBER		BIRTH NUMBER	
5336		480	
CHILD NAME		DATE OF BIRTH (MONTH, DAY, YEAR)	HOUR
Brandi Elaine Nordstrom		November 1977	8:33P
SEX	THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY)	IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)	COUNTY OF BIRTH
female	single		Genesee
CITY, VILLAGE OR TOWNSHIP OF BIRTH		HOSPITAL—NAME (IF NOT IN HOSPITAL, GIVE STREET AND NUMBER)	
Flint		McLaren General Hospital, Ballenger Hwy.	
MOTHER—MAIDEN NAME FIRST MIDDLE LAST		SOCIAL SECURITY NUMBER	AGE (AT TIME OF THIS BIRTH)
Stephanie Elaine Dayringer			23
RESIDENCE—STATE	COUNTY	CITY, VILLAGE OR TOWNSHIP	STREET AND NUMBER
Michigan	Genesee	Mt. Morris	11944 Howell Ave.
FATHER—NAME FIRST MIDDLE LAST		SOCIAL SECURITY NUMBER	AGE (AT TIME OF THIS BIRTH)
Gary Duane Nordstrom			25
INFORMANT		RELATION TO CHILD	
Stephanie Elaine Nordstrom		Mother	
I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.		DATE SIGNED (MONTH, DAY, YEAR)	ATTENDANT—M.D., D.O., MIDWIFE, OTHER (SPECIFY)
100. SIGNATURE		100	100 M.D.
CERTIFIER—NAME (TYPE OR PRINT)		MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)	
Ralph S. Steffe		2765 Flushing Road, Flint, MI 48504	
REGISTRAR—SIGNATURE		DATE RECEIVED BY LOCAL REGISTRAR	
George G. Dunn clw			

GC 2013

STATE OF MICHIGAN)
COUNTY OF GENESEE)

I, JOHN H. TRECHA, Clerk of said County of Genesee and Clerk of the Circuit Court for said County, do hereby certify that this is an exact microfilm reproduction of the original certificate for the person named therein as it now appears in the permanent records of the Genesee County Clerk's Office.

WITNESS the seal of said Court and County, on this date:

JAN 17 1989

A.D.

John H. Trecha
County Clerk

Arizona Pizza Company
15530 W. Roosevelt St D104
Goodyear, AZ 85338
623-500-5000

SEP 2 11:45 AM '85

Appetizers

Cheese Bread	\$5.99
Garlic Bread	\$6.99
2 Meatballs	\$4.49
Spinach Dip	\$6.99

Salads

Garden Salad	\$4.99
Cesar Salad	\$4.99
Chicken Cesar Salad	\$6.49
Greek Salad	\$6.49

Wings

Traditional wings - with bone hot, medium, mild, BBQ	
6	\$6.49
12	\$12.99
24	\$24.99

Boneless Wings hot, medium, mild, BBQ	
6	\$6.49
12	\$12.99
25	\$24.99

Desserts

Cinnamon Pizza	\$4.99
Chocolate Chip Pizza Cookie	\$5.99
Cheese Cake	\$2.99
Brownie	\$2.99

Pizza Build Your Own

Small	\$7.99
Medium	\$9.99
Large	\$12.99
XLarge	\$15.99

Choose your toppings

Sm. \$1.29	Medium \$1.49
LRG. \$1.79	XLRG. \$1.99
Pepperoni, Sausage, Ham, Grilled Chicken, Mushrooms, Onions, Bell Peppers, Jalapeños, Black Olives, Pineapple, Xtra Cheese, Feta Cheese	

Specialty Pizza

Small	\$11.49
Medium	\$14.99
Large	\$17.99
XLarge	\$19.99

Deluxe
pepperoni, sausage, mushrooms,
peppers, onions and cheese

Meaty
pepperoni, ham, sausage, bacon and
cheese

Veggie
mushrooms, onions, peppers, olives,
spinach, tomatoes and cheese

Chicken
grilled chicken, bacon, onions,
tomatoes and cheese

Arizona Pizza Company
15530 W. Roosevelt St D104
Goodyear, AZ 85338
623-500-5000

Sandwiches

Italian Sub \$5.99/\$8.99

Chicken Club \$5.99/\$8.99

Meatball Sandwich \$5.99/\$8.99

Turkey Club \$5.99/\$8.99

Supreme Sandwich \$5.99/\$8.99

Veggie Sandwich \$5.99/\$8.99

Drinks

Pepsi Fountain Drinks

SM. \$1.49

LRG. \$1.99

Bottle Soda Variety \$1.99

2 - Liter \$2.99

Draft Beer Variety \$7.99

Bottle Beer Variety \$4.99

Hours of Operation:
Sunday to Thursday
11am to 11pm

Friday & Saturday
11am to midnight

20 SEP 2 Ligr. Lic. #18146

Frontera Development Estrella Parkway, LLC

2850 E. Camelback Road, Suite 180

Phoenix, AZ 85016

(480) 315-9612

August 13, 2020

VIA EMAIL

Arizona Department of Liquor Licenses and Control

800 W Washington St

Phoenix, AZ 85007

RE: Liquor License Application

Lease dated July 24th, 2020

Premises – Estrella Marketplace; 11530 W Roosevelt Street, Suite D104

Landlord – Frontera Development Estrella Parkway, LLC

Tenant – MOSTFAM, LLC

To Whom It May Concern:

Please allow this letter to serve as Landlord's formal approval of Tenant (MOSTFAM, LLC) seeking to obtain a liquor license at the above referenced location. Landlord terminated the Lease with the former tenant (DPK, LLC) in this location after the Landlord was informed that the occupant's Franchise Agreement with Marco's Pizza Franchising had been revoked. Former tenant DPK, LLC could no longer operate the store as a Marco's Pizza restaurant and was forced to close down the business.

Feel free to contact me directly with any questions (Steve Lenz, 602-677-1317 or steve@fronteradevelopment.com)

Sincerely,

FRONTERA DEVELOPMENT ESTRELLA PARKWAY, LLC,

A Delaware limited liability company

By: FD Estrella Marketplace Mezz, LLC,

An Arizona limited liability company

By

Steve Lenz, Member

Suite D104; MadMakMar, LLC
Estrella Marketplace
Goodyear, Arizona

THIS LEASE is entered into as of July 24TH, 2020 between FRONTERA DEVELOPMENT ESTRELLA PARKWAY, LLC, a Delaware limited liability company ("Landlord") and MOSTFAM, LLC, an Arizona limited liability company ("Tenant").

ARTICLE 1. – BASIC LEASE TERMS

In all instances, the basic terms set forth in this Article 1 are subject to the main body of the Lease in general and those Articles noted in parentheses in particular. (Article No.)

**Section 1.1 General Location: SWC I-10 & Estrella Pkwy;
11530 W. Roosevelt Street, Suite D104; Goodyear, AZ 85338**

Section 1.2 Notice Address:

Landlord:

Frontera Development
Estrella Parkway, LLC
c/o Frontera Development, Inc.
2850 E. Camelback Rd, Suite 180
Phoenix, AZ 85016
Attn: Jay Schneider

Tenant:

MOSTFAM, LLC
C/o JR and Brandi Mostofo
18618 W. Solano Drive
Litchfield Park, AZ 85340
623-570-4126/623-535-9515

Section 1.3 Store Leasable Area: +/- 2,000 SF (2)

Section 1.4 Tentative Store Delivery Date: Within 5 days of Lease execution (3)

**Section 1.5 Lease Term: Initial Term of Five years (4)
With One (1) Option Term of Five (5) years.**

Section 1.6 Initial Term Minimum Monthly Rent: (5)

11/01/20 – 12/31/20	\$26,000.00/per annum - \$2,166.67 per month, NNN
01/01/21 – 10/31/22	\$52,000.00/per annum - \$4,333.33 per month, NNN
11/01/22 – 10/31/25	\$54,000.00/per annum - \$4,500.00 per month, NNN

Extended Term Minimum Monthly Rent: (5)

3% annual increases throughout the Extended Term

Section 1.7 Initial Term Percentage Rent: None

Extended Term Percentage Rent: None

Section 1.8 Rent Increases: As per Sections 1.6 and 1.7 (5)

Section 1.9	Security Deposit: \$5,000.00	(6)
Section 1.10	Advance Rent: NONE	
Section 1.11	Business Name/Trade Name: TBD	(7)
Section 1.12	Business Use: See Sections 7.2 and 7.3	(7)
	<p>Tenant will operate the Store as a restaurant, engaging in the preparation and sale of Pizza, wings, subs, and related food and beverage items to the public for both dine-in and carry out, as well as delivery. Tenant will also use the Store for purposes reasonably related to the main use such as incidental merchandising.</p>	
Section 1.13	Tenant's Initial Proportion of Common Area Charges: 5.45%; Based on Total Center leasable square footage of 36,726 sf. Subject to modification as additional square footage is added to the defined term "Shopping Center"	(8)
Section 1.14	Initial Yearly Common Area Charges (including insurance): (Estimated): \$4.00 psf	(8)
Section 1.15	Initial Yearly Tax Payment: (Estimated): \$3.75 psf	(9)
Section 1.16	Initial Promotional Fund: Not Applicable	(14)
Section 1.17	Late Charge: 15% if rent or additional rent is not received by Landlord within five (5) days of its due date	(25)
Section 1.18	Guarantors: JR & Brandi Mostofo	(34)
Section 1.19	Radius Restriction: 3 Miles	(35)
Section 1.20	Finish Out Allowance: NONE	(3)
Section 1.21	Exhibits:	
	<p>A. Site Plan (Article 2) A1. Reserved Parking Stall Location B. Store (Article 2) C. Landlord's Work (Article 3) D. Sign(s) (Article 15) E. Subordination Provisions (Article 26) F. Estoppel Certificates (Article 27) G. Guaranty of Guarantors H. Existing Exclusive Use Provisions</p>	

Section 1.22 Contents of Lease:

Pages 1 through 24

Sections 1.1 through 40.1 and Exhibits A-H

ARTICLE 2. - STORE SITE

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the real property described generally in Section 1.1 and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Shopping Center**"). The square footage of the shopping center may be adjusted by Landlord from time to time at Landlord's sole discretion. The portion of the Shopping Center being leased to Tenant (the "**Store**") is delineated on the site plan marked Exhibit B attached hereto and incorporated herein by this reference and is of an approximate size ("**Store Leasable Area**") as specified in Section 1.3. The exact Store Leasable Area has been determined by Landlord's architect to be 2,000 square feet, and shall, unless there is manifest error, be conclusive and binding upon Landlord and Tenant. The Store Leasable Area is determined by measurement from the outside of exterior building walls and from the center of demising walls. All monetary obligations described in Article 1 hereof on a square foot basis shall be recalculated and adjusted (if necessary) within 30 days of the Store Delivery Date, if the actual Store Leasable Area is not as specified in Section 1.3. The Shopping Center consists of one or more parcels of real property. The parcel or parcels of real property owned from time to time by Landlord are collectively referred to as "**Landlord's Parcel**."

ARTICLE 3. - CONSTRUCTION

Section 3.1 The parties acknowledge that as of the date of this Lease, Landlord has substantially completed any construction obligations as specified in Exhibit C attached hereto and incorporated herein by this reference, as certified by Landlord's architect, and will deliver the Store to Tenant for its possession in its **As-Is** condition. The date when the Store is actually delivered to Tenant for its possession shall be the "**Store Delivery Date**." The parties contemplate the execution of this Lease and the Store Delivery Date will occur contemporaneously. Landlord will issue to Tenant a store delivery letter along with keys to the Store.

Section 3.2 Tenant agrees to accept delivery of the Store from Landlord on the Store Delivery Date in its AS-IS condition, and Tenant shall then proceed with due diligence at its own cost to perform its construction obligations, if any, as specified in Exhibit C, to install its trade fixtures, and to perform such other work as it may deem necessary to open for its business in the Store. Notwithstanding the foregoing, Landlord agrees that any HVAC equipment servicing the Store shall be in good working order upon delivery of the space to Tenant, and Landlord shall be responsible for any repair or replacement costs for a period of thirty (30) days following the Store Delivery.

Section 3.3 Landlord will be responsible for any Latent defects for a period of 1 year from Landlord's delivery of space to Tenant. "Latent defect" means a defect that was not reasonably discoverable from a diligent inspection of the Store by Tenant. After thirty (30) days, Landlord shall have no obligation with respect to defects arising from its construction, with the exception of Latent defects, or as otherwise provided in this Lease, and Landlord extends no warranties, express or implied, other than as stated above. Landlord shall not be liable for any damages caused because of delay on delivering possession of the Store to Tenant.

Section 3.4 Beginning on the Store Delivery Date, Tenant shall have the exclusive use of all existing furniture, fixtures, and equipment (the "FF&E") currently located in the space at no charge to Tenant. The parties agree that provided there have been no instances of monetary default during the Initial Five Year Term, that all existing FF&E shall convey to Tenant upon the beginning of the Five Year renewal period (if exercised). If Tenant elects not to renew, all existing FF&E shall remain the property of the Landlord.

Section 3.5 Tenant agrees that it shall deliver its preliminary plans and specifications, if any, including all renderings, to Landlord within 30 days of the execution of the Lease. Landlord shall have the right to reasonably approve the Tenant's tenant improvement package (the "TI Package").

Section 3.6 In addition to the Store, Tenant shall have the right to two (2) dedicated, short term parking spaces that shall be labeled for "Carry-Out and Delivery Parking Only" (or similar identification). The two (2) reserved spaces shall be located in the location shown on the attached Exhibit A-1. All other parking shall be free and unreserved.

ARTICLE 4. - LEASE TERM

Section 4.1 The obligations of this Lease shall begin on the date the Lease is signed by Landlord and Tenant.

Section 4.2 The initial Lease term ("**Term**") shall begin the earlier of (i) 11/01/2020 or (ii) Tenant opening for business, and shall terminate at Midnight on the last day of the month following the number of years set forth in Section 1.5 after the Rent Commencement Date.

Section 4.3 Tenant shall have the right to extend the term of this Lease for One (1) additional term of Five (5) years each by giving written notice to Landlord at least one hundred eighty (180) days before the date the Initial Lease Term or preceding Extended Term ends, provided that such notice shall be null and void if: (i) there has been a Transfer under Article 20, other than a Permitted Transfer, or (ii) the entire Store is not then continuously operated for the permitted use. Tenant expressly acknowledges that the foregoing deadlines shall be strictly construed and, as a material inducement to Landlord's decision to grant this option, Tenant agrees that the failure to give effective and timely notice shall, in Landlord's sole discretion, render the option null and void, and Tenant expressly waives any equitable grounds for extension or reinstatement of the option, regardless of whether there is any actual prejudice to Landlord or loss of associated benefits by Tenant. "**Term**" shall include any exercised extensions.

Section 4.4 All rental obligations shall begin 11/01/2020 ("**Rent Commencement Date**"). For the two month period beginning 11/01/20 and ending 12/31/2020, Tenant shall pay one-half rent plus NNN's (and any applicable city imposed lease use tax). In the event Tenant opens for business prior to 11/01/20, Tenant shall not be required to pay Minimum Monthly Rent as defined below, but shall be required pay its pro-rata share of triple net expenses (i.e. taxes, insurance, and operating and maintenance costs) as specified in this Lease during that time

ARTICLE 5. - MINIMUM MONTHLY RENT

Section 5.1 Tenant shall pay Landlord the Minimum Monthly Rent specified in Sections 1.6 and 1.7. The first full calendar month's Minimum Monthly Rent shall be paid upon execution of the lease. Minimum Monthly Rent shall be payable in advance on or before the first day of each calendar month during the Term without demand, offset or deduction of any kind. During the Term,

Minimum Monthly Rent shall be increased pursuant to the terms of Section 1.6 and during the extended Term, pursuant to the terms of Section 1.7. If the Rent Commencement Date is not the first day of a calendar month, the first month's rent shall be prorated on the basis of a thirty (30) day month. All rent and other payments to be made by Tenant to Landlord shall be sent to the place to which notices are required to be sent, unless Tenant is otherwise notified in writing.

ARTICLE 6. - SECURITY DEPOSIT/ADVANCE RENT

Section 6.1 Upon Lease execution, Tenant shall be responsible for placing a deposit with Landlord the sum set forth in Section 1.10, if any, as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant breaches any provision of this Lease, including but not limited to the payment of rent, Landlord may use all or any part of this security deposit for the payment of any rent or any other sums in default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after the written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Additionally, upon Lease execution, Tenant shall deposit with Landlord the sum set forth in Section 1.11 as advanced rent; which shall be applied to Tenant's Minimum Monthly Rent beginning on the Rent Commencement date.

ARTICLE 7. - USE OF STORE

Section 7.1 Tenant shall operate its business in the Store under the tradename specified in Section 1.12 and under no other name without Landlord's prior written consent. Tenant will have the right to place a sign on the exterior of the Store according to Landlord's specifications or as shall be approved by Landlord.

Section 7.2 The Store shall be used only and exclusively for the purpose described in Section 1.13 and for no other purpose without Landlord's prior written consent. Tenant acknowledges that the Landlord has and will in the future grant exclusive use rights to other tenants and occupants in the Shopping Center and that Landlord will not approve any change in Tenant's sole permitted use that would violate such rights. Tenant acknowledges that Landlord shall have injunctive relief as a non-exclusive remedy for a breach of this Article 7.

Section 7.3 During the Term, as the same may be extended, and provided Tenant has not been in default beyond any applicable cure period, Landlord shall not enter into a lease agreement with any other tenant on Landlord's Parcel whose Primary Business is that of a Pizza restaurant offering Dine-In, Carry-Out and/or Delivery service (Primary Business is defined as any use that comprise more than 20% of a tenant's business from the sale of Pizza). This provision will not apply to the Wells Fargo parcel or the Wal-Mart parcel, each of which is depicted on Exhibit A attached hereto, nor to any leases of space at Landlord's Parcel in effect as of the date of this Lease. It is agreed that this exclusive shall only be effective to the extent that it does not violate applicable laws, and Tenant hereby agrees to defend, indemnify and hold Landlord harmless against all claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of Landlord's compliance or attempted compliance with any portion of this exclusive that is declared unenforceable as a restraint of trade or otherwise.

Section 7.4 Except as set forth below, the hours of operation shall be those hours which are customary in the Tenant's industry. Tenant shall have the right to close its Store on major holidays.

Section 7.5 Tenant shall not do or permit in or about the Store anything which is illegal, hazardous, or of a dangerous nature, or which will increase the rate of, or cause cancellation of, any insurance on the building of which the Store is a part. Tenant shall not obstruct or interfere with the rights of, or injure or annoy, any other Shopping Center tenant or its customers and invitees. Tenant shall not cause, maintain or permit any nuisance or waste in or about the Store.

Section 7.6 Except as is permitted under applicable law and necessary in the ordinary course of Tenant's Business Use, Tenant shall not store, use or dispose of any Hazardous Materials on the Store or the Shopping Center. As used herein, "**Hazardous Materials**" shall include but not be limited to substances defined as hazardous substances, "**hazardous materials**," or "**toxic substances**" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances controlled or defined under similar state statutes or regulations.

Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord and its agents harmless for, from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's storage, use and disposal of Hazardous Materials in violation of this Section. Tenant shall further be solely responsible for and shall defend, indemnify and hold Landlord harmless from and against any and all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup and restoration work and materials necessary to return the Store, the Shopping Center and any other property of whatever nature to their condition existing prior to Tenant's storage, use or disposal of the Hazardous Materials on the Store or the Shopping Center. Tenant's obligations hereunder shall survive the termination of this Lease.

Section 7.7 Throughout the Term, Tenant shall, at its own cost, comply with all lawful requirements of any government or governmental agency in any way relating to the particular nature of Tenant's use or occupancy of the Store. In addition, Tenant shall abide by all applicable provisions of the Declarations of Easements, Covenants and Restrictions, dated on June 16, 2004, recorded August 17, 2004 in the Official Records of the Maricopa County Recorder, Nos. 2004-0689384 and 2004-0689385, as amended or superseded (collectively, "ECR").

ARTICLE 8. - COMMON AREAS

Section 8.1 Landlord agrees to maintain or cause to be maintained during the Term, all common areas within the Shopping Center. Tenant and Tenant's employees and invitees are authorized to use the Common Areas in common with the other persons during the Term. The term "**Common Areas**" as used in this Lease include parking areas, walkways, driveways, delivery areas, landscaped areas, public restrooms, building exteriors (other than those portions [such as storefronts and signage] which individual tenants are required to maintain) and other areas, facilities and improvements in the portions of the Shopping Center not leased to tenants and provided for the convenience and use of the Shopping Center, tenants, their employees, customers and invitees.

Section 8.2 The manner and method of, and the expenditures for, the operation, maintenance, service and repair of the Common Areas shall be in Landlord's sole discretion. Landlord reserves the right from time to time to make changes in, additions to, and deletions from the Common Areas and the purposes to which they are devoted.

Section 8.3 Tenant agrees to comply with and observe all reasonable rules and regulations as established by Landlord from time to time for the Shopping Center.

Section 8.4

(a) During the Term, During the Term, Tenant shall pay Landlord, as additional rent, Tenant's pro rata share of the following costs (collectively "**operating and maintenance costs**"): (i) all costs incurred by Landlord (including any amounts assessed against Landlord under the ECR) in operating, policing, protecting, lighting, providing sanitation and sewer and other services to, insuring, managing, owning, repairing, replacing and maintaining the Common Areas of the Shopping Center, and (ii) all costs of insuring, managing, owning, repairing, replacing and maintaining all buildings and other structures within Landlord's Parcel, including, without limitation, costs of painting and cleaning the exterior walls and of replacing and repairing the roof and roof coverings and HVAC systems (defined below) of such buildings.

(b) More specifically, these operating and maintenance costs shall include, but shall not be limited to, the following: water, electricity and services; salaries, wages (including employment taxes) and maintenance contracts of all persons connected with the operation, servicing, repair and maintenance of the Shopping Center; premiums for liability and other insurance; premiums for insurance Landlord maintains pursuant to Article 11 hereof; real property taxes and assessments imposed pursuant to Article 9 hereof; personal property taxes; rent or sales tax; charges, or assessments levied by a governmental agency; improvements of any nature or assets required by law or regulation; costs and expenses of planting, replanting and relandscaping; garbage removal; maintaining and replacing lighting, utility, and fire sprinkler systems; repairing and resurfacing the blacktop surfaces; repainting and restriping; fees for any licenses and permits required for operation of any part of the Common Areas; equipment rental; all costs of erecting, altering, maintaining or replacing any sign or signs identifying the Shopping Center; and a charge of fifteen percent (15%) of all operating and maintenance costs to cover Landlord's administrative expenses. Landlord may establish reasonable reserves. None of the costs pertaining to the initial construction, landscaping and signage of the Shopping Center shall be included in operating and maintenance costs.

(c) Tenant shall not pay any portion of operating and maintenance costs attributable to new improvements or additions properly chargeable to a capital account that are not required by laws or regulation, nor shall Tenant pay any portion of depreciation expense, debt service, new construction, tenant improvements for other tenants, or leasing commissions.

Section 8.5 Tenant's pro rata share of the operating and maintenance costs described in Section 8.4 shall be determined by multiplying the aggregate of such costs by a fraction, the numerator of which is the Store Leasable Area, and the denominator of which is the total leasable area of all buildings from time to time within the Shopping Center (i.e., the number of leasable square feet of area in the building or buildings of the Shopping Center excluding mezzanine areas then built or substantially completed), (the "**Total Leasable Area**").

Section 8.6 On the Rent Commencement Date and continuing on the first day of each month thereafter during the Term, Tenant shall pay Landlord monthly, in advance, as additional rent a common area charge estimated by Landlord to be Tenant's pro rata share of the operating and maintenance costs.

Section 8.7 The initial monthly common area charge shall be an amount representing 1/12 of the sum set forth in Section 1.14; Landlord may adjust the monthly common area charge at such time as the total leasable area within the Landlord's Parcel, or the Shopping Center changes, or at the end of each calendar year on the basis of Landlord's anticipated costs for the following calendar year.

Section 8.8 Within ninety (90) days after the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total operating and maintenance costs, Tenant's share of such costs, and the total of the monthly payments made by Tenant to Landlord during that calendar year. Landlord shall keep good and accurate books and records in accordance with generally accepted accounting principles concerning operation and maintenance. Once, with respect to each Lease Year, Tenant, and its agents, shall have the right upon ten (10) days notice, to audit, inspect, and copy such books and records. In addition, Tenant shall have one (1) right, for a period of one (1) year from the close of each Lease Year, to audit the accounts of Landlord in connection with the Shopping Center operating and maintenance costs, taxes and any other charges imposed upon Tenant.

Section 8.9 If Tenant's share of the operating and maintenance costs for the calendar year exceeded the payments made by Tenant, the deficiency shall be added equally among the monthly rentals due in the following calendar year. If no further common area charge is due, Tenant shall pay the deficiency within thirty (30) days after receipt of Landlord's statement. Tenant's failure to pay such additional rent shall constitute a material breach of this Lease, and Landlord may, without any further notice, exercise its remedies specified in Article 25.

Section 8.10 If Tenant's payments made during the calendar year exceeded Tenant's pro rata share of the operating and maintenance costs, Tenant may deduct the amount of the excess from the common area charges next due to Landlord, or, if no further common area charges are due to Landlord, Landlord shall refund the excess within thirty (30) days after the furnishing of Landlord's statement.

Section 8.11 Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE 9. - REAL ESTATE TAXES

Section 9.1 Tenant shall pay as additional rent and as an operating and maintenance cost under Section 9.4 its proportionate share of all taxes which may be levied, assessed or imposed against or become a lien upon, the land, buildings and all other improvements on Landlord's Parcel. The term "taxes" shall include real estate taxes, assessments (special or otherwise) and government and quasi-government impositions, including assessments relating to the acquisition and construction of offsite improvements for the Shopping Center, transit charges, housing fund assessments, water and sewer rents, rates and charges (including water and sewage charges which are measured by the consumption of the actual user of the item or service for which the charge is made), and all other taxes, governmental levies and fees (including license fees) of any kind or nature whatsoever (and whether or not the same presently exists or shall be enacted in the future), which may during the Term be levied, assessed, imposed, become a lien upon or due and payable with respect to, out of, or for:

(a) Any part of Landlord's Parcel, or any land, building or improvements on any part of Landlord's Parcel, or the use, occupation, or possession of any part of Landlord's Parcel;

(b) Landlord's or Tenant's interest (including Landlord or its mortgagee, if any) in Landlord's Parcel and/or the underlying realty, or upon the Lease, or any document to which tenant is a party creating or transferring an interest or an estate in the Landlord's Parcel;

(c) Landlord's rents receivable for Landlord's Parcel or which may be based upon or measured by Landlord's Parcel whether or not such taxes are a lien upon Landlord's Parcel,

including gross receipts taxes, business taxes, business and occupation taxes but excluding net income or excess profits taxes; and

(d) The improvement, transfer, alteration or repair of Landlord's Parcel (including any land, building or improvement and including the ownership of Landlord or the transfer thereof).

If required by Landlord, taxes may be charged, paid and prorated based on the entire Shopping Center.

Section 9.2 "Taxes" shall also include interest on installment payments and all costs and fees (including reasonable attorneys', consultants' and appraisers' fees) incurred by Landlord in contesting taxes and negotiating with public authorities as to taxes. Taxes shall not include, however, any franchise, estate, inheritance, corporation, transfer, net income or excise profit tax.

Section 9.3 Tenant's proportionate share of taxes with respect to any tax fiscal year during the Term shall be that portion of the total of the taxes assessed in such tax fiscal year (a) multiplied by a fraction, the numerator of which is the Store Leasable Area and the denominator of which is the Total Leasable Area (as defined in Section 8.5) of all buildings on Landlord's Parcel when such taxes are assessed, (b) multiplied by another fraction, the numerator of which shall be the number of months in such tax fiscal year which coincides with the Term, including any extended Term, and the denominator of which shall be 12.

Section 9.4 On the Rent Commencement Date and continuing on the first day of each month thereafter during the Term, Tenant shall pay Landlord monthly an impound toward its share of taxes in an amount estimated by Landlord to be Tenant's share of the taxes. Tenant's actual obligation for taxes shall be determined and computed by Landlord not less often than annually and when the computation is made, Landlord and Tenant shall adjust for any difference between the impounded amounts and Tenant's actual share. At the time of each such computation, Landlord may revise the monthly payment for taxes set forth in Section 1.16 by written notice to Tenant. Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE 10. - RENTAL TAXES

Tenant agrees to pay to Landlord, as additional rental, concurrent with each monthly rental installment, all privilege, sales, gross receipts, excise, rental or other tax (as such tax may be from time to time increased), imposed upon the rentals or monetary obligations herein provided to be paid by Tenant, or however denominated, whether such imposition of tax be by the United States, the State of Arizona or any subdivision or municipality thereof (currently 3% to the City of Goodyear).

ARTICLE 11. - INSURANCE

Section 11.1 Tenant shall, at all times after the Store Delivery Date and throughout the Term, at its expense, carry insurance policies in the following amounts and form:

(a) **Public Liability and Property Damage:** A policy of Commercial General Liability Insurance coverage to include personal injury, broad form property damage, premises/operations, owner's protective coverage, host liquor liability insurance, blanket contractual liability, independent contractors, products and completed operations liability and owned/non-owned auto liability, in limits not less than Two Million Dollars (\$2,000,000) inclusive. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement contained in Article 23, as to

liability for injury to or death of persons and loss of, or damage to, property. Said insurance shall provide that Landlord, although named as an insured shall nevertheless be entitled to recovery thereunder for any loss suffered by it, its agents, servants and employees by reason of Tenant's negligence. Such policy shall name Landlord, Landlord's managing agent and Landlord's mortgagees as additional insureds. Said insurance shall be primary insurance as respects Landlord and not participating with any other available insurance of Landlord and shall contain the following provision:

"Such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any claims, losses or liabilities arising out of the use of the Store by the Tenant or by Tenant's operation and any insurance carried by Landlord shall be excess and non-contributing."

Such insurance (A) to be on the "occurrence" form; (B) to continue at not less than the aforesaid limit until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate.

(b) **Property:** Special form (formerly known as "all risk") property insurance on the tenant improvements, alterations, fixtures and personal property of Tenant, in each case (A) in an amount equal to 100% of the "**Full Replacement Cost**," which for purposes of this Lease shall mean actual replacement value with a waiver of depreciation; (B) containing either an agreed amount endorsement or a waiver of all co-insurance provisions; and (C) providing for a deductible of not greater than \$10,000. All proceeds shall be applied to any rebuilding or repair in accordance with this Lease.

(c) **Loss of Income:** Loss of income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Store as a result of such perils.

(d) **Policy Form:** All insurance shall be obtained under valid and enforceable policies, and shall be subject to the approval of Landlord as to insurance companies, amounts, forms, deductibles, loss payees and insureds. The insurance companies must be approved, authorized or licensed to provide insurance in the state in which the Store is located and have a rating of "A" or better for claims paying ability assigned by Moody's Investors Service, Inc. and Standard & Poor's Rating Group or a general policy rating of A- or better and a financial class of VIII or better assigned by A.M. Best Company, Inc. Certificates evidencing such insurance shall be delivered to Landlord on the Store Delivery Date and prior to the expiration date of each policy. No such policy shall be cancelable except after thirty (30) days' written notice to Landlord. Tenant may provide any required insurance through an umbrella or blanket liability or casualty policy, provided, in each case, such policy affords the coverage required above, is issued by a qualified insurer, specifically allocates to the Store the amount of coverage from time to time required hereunder, includes an aggregate liability per location endorsement and otherwise provides the same protection as would a separate policy insuring only the Store in compliance with the provisions of this Section.

Section 11.2 If Tenant fails to procure and maintain any insurance policy required by this Lease, Landlord may (but shall not be obligated to) procure said insurance policy on Tenant's behalf, and the cost thereof plus an administrative surcharge of ten percent (10%) shall be payable by Tenant as additional rent within ten (10) days of Landlord's written demand.

Section 11.3 Subject to reimbursement by Tenant as additional rent and an operating and maintenance cost under Article 8, Landlord shall obtain and keep in force throughout the Term, a policy or policies of insurance covering personal injury and property damage occurring in the Shopping

Center, and covering loss of damage to the buildings on Landlord's Parcel, providing protection against "Extended Coverage" perils, together with an endorsement providing for rental income insurance for twelve (12) months covering Minimum Monthly Rent and all additional rent and such other endorsements as may be required by any lender. At Landlord's option, Landlord may obtain flood insurance, subject also to reimbursement by Tenant.

ARTICLE 12. - UTILITIES

Section 12.1 Tenant, at its own cost, shall pay for all water, gas, heat, electricity, garbage disposal, sewer charges, telephone and any other utility or service charge (including meter and hookup charges) related to its occupancy of the Store. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered.

Section 12.2 Landlord shall not be liable in damages, consequential or otherwise, nor shall there be any rent abatement, arising out of (i) any interruption or reduction in utility services which is due to fire, accident, strike, governmental authority, acts of God, or other causes beyond the reasonable control of Landlord; or (ii) any temporary interruption or reductions in utility services which is necessary to the making of alterations, repairs, or improvements to any part of the Shopping Center.

ARTICLE 13. - MAINTENANCE AND REPAIR

Section 13.1 Subject to reimbursement by Tenant as provided in Article 9, Landlord shall keep the roof, structural portions and the exterior surfaces of the exterior walls of the building in which the Store is located (exclusive of storefront doors, plate glass, doorframes, other entrances, windows and window frames which are not part of Common Areas) in good repair. Landlord shall not be required, however, to make any repair caused by the act or negligence of Tenant, its agents, employees, invitees, licensees, or contractors. Tenant shall give Landlord prompt written notice of any damage to the Store known to Tenant requiring repair by Landlord.

Section 13.2 Except as provided in the previous Section, Tenant shall, at its expense, maintain the Store in good order, condition and repair, ordinary wear and tear and damage by the elements expected, and shall do such reasonable periodic painting of the interior of the Store as may be required and approved by Landlord. Tenant shall keep its sewers and drains open and clear and shall keep the sidewalks and Common Areas adjacent to the Store clean and free of debris. Tenant shall reimburse Landlord on demand for the cost of damage to the Store or the building caused by Tenant or its employees, agents, or invitees. If Tenant fails to comply with the foregoing requirements, Landlord may (but shall not be obligated to) effect such maintenance and repair, and Landlord's cost plus an administrative surcharge of ten percent (10%) shall be due and payable from Tenant as additional rent to Landlord within ten (10) days after Landlord's written demand.

Section 13.3 Tenant shall obtain, at its expense, a contract for the repair and maintenance of the air conditioning and heating system ("HVAC") reasonably satisfactory to Landlord and provide Landlord with a copy of said contract within ten (10) days after Tenant opens for business.

Section 13.4 Tenant shall not make any alterations, changes or improvements in excess of \$25,000 to any part of the Store without first obtaining Landlord's written consent. All of the same shall be at Tenant's sole cost. Landlord may impose as a condition of its consent such requirements as Landlord, in its discretion, may deem reasonable and desirable, including, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics, and materialmen approved by Landlord

and that good and sufficient plans and specifications be submitted to Landlord at such times as its consent is requested. All alterations, additions, changes and improvements (but excluding removable fixtures) made by Tenant shall become the property of Landlord and a part of the realty and shall be surrendered to Landlord upon the expiration or sooner termination of the Term.

ARTICLE 14. - ADVERTISING AND PROMOTION

Section 14.1 Tenant may use the name of the Shopping Center on Tenant's advertising in connection with Tenant's business at the Store and for no other purpose. Tenant shall not have or acquire any property right or interest in the name of the Shopping Center. Landlord reserves the right to change the name, title or address of the Shopping Center at any time.

ARTICLE 15. - SIGNS

Tenant, at its expense, shall install, maintain and replace when necessary a minimum of one (1) sign on the exterior of the Store in accordance with the sign criteria specified in Exhibit D attached hereto and incorporated herein by this reference, provided that the erection of any sign shall be subject to applicable governmental authorities. In addition to building signage, Tenant shall also have the right to both sides of one monument sign on Roosevelt Street, provided that Tenant utilizes the panels within one hundred eighty days of opening for business. Tenant may pursue additional signs on a maximum number of elevations allowed by municipal code. In all events such signage shall be installed and operational prior the Rent Commencement Date. Tenant shall not display any signs, banners, names, logos, marks, or other advertising media inside the Premises that is distinctly visible from outside the Premises, including any such items within twenty-four (24) inches of any window, without the prior written approval of the Landlord, provided that no such prior approval shall be required if the items are professionally prepared and displayed by Tenant in a similar manner in the majority of its other locations in the Phoenix metropolitan area. Subject to the standards as set forth above, Tenant shall be permitted to hang a grand opening banner for a period of sixty (60) days following the opening of the business to the public (or to municipal code) as well as special event signage at the street and storefront four times a year. All Tenant signage shall be subject to municipal approval and permitting.

ARTICLE 16. - WAIVER OF SUBROGATION

Any casualty insurance carried by either party with respect to the Store, property contained in the Store, or occurrences related to the Store, shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provision of this Lease to the contrary, waives any right of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement, to the extent that the injury or loss is covered by such insurance.

ARTICLE 17. - CASUALTY

Section 17.1 If the Store is damaged or destroyed by any casualty covered by Landlord's fire insurance policy, the Lease shall continue in full force, and Landlord shall, to the extent of the available proceeds, repair such damage as soon as reasonably possible. Notwithstanding the preceding sentence, if (i) the Store is damaged or destroyed by any casualty covered by Landlord's fire insurance policy and the damage renders the Store substantially untenable; or (ii) the damage equals twenty-five percent (25%) or more of the replacement value of the Store and occurs during the last twenty-four (24) months of the Term; or (iii) the insurance proceeds are required to be paid to the holder

of a security interest in Landlord's Parcel and are not sufficient to repair the damage; or (iv) the damage to the buildings of Landlord's Parcel equals ten percent (10%) or more of the replacement value of such buildings, regardless of whether or not the Store is damaged; then Landlord may, at its option, either repair the damage as soon as reasonably possible, in which event this Lease shall continue in full force, or, terminate this Lease by giving Tenant written notice of Landlord's election to do so within ninety (90) days after the date of the occurrence of the damage. If Landlord elects to terminate, this Lease will terminate thirty (30) days after Landlord's notice. Tenant shall apply all insurance proceeds from the casualty insurance referenced in Section 11.1(b) above to rebuilding or repairing its tenant improvements, fixtures and other personal property.

Section 17.2 If, at any time during the Term, the Store is damaged and the damage was caused by a casualty not covered under Landlord's insurance policy specified in Article 11, or the insurance proceeds are not available or sufficient to repair the damage, and the damage does not exceed ten percent (10%) of the replacement value of the Store, Landlord will repair the damage as soon as reasonably possible and the Lease will continue in full force. If, however, the damage does exceed ten percent (10%), then Landlord may, at its option, either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force, or (ii) terminate this Lease as of the date of the occurrence of the damage by giving Tenant written notice of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage, in which event this Lease will so terminate.

Section 17.3 In the event Landlord does not commence restoration of the Store or Shopping Center within 270 days after any destruction described in Sections 17.1 or 17.2 above, then Tenant shall thereupon be entitled to terminate this Lease upon written notice to Landlord. If Tenant elects to terminate, this Lease will terminate 30 days after Tenant's notice.

Section 17.4 If damage or destruction occurs then the Percentage Rent payable under this Lease will be suspended during repairs.

Section 17.5 Landlord shall not be required or obligated to repair, restore or replace any of Tenant's leasehold improvements, trade fixtures, or any other property or personally installed in the Store by Tenant.

Section 17.6 With respect to any damage which Landlord is obligated to repair or elects to repair, Tenant, as a material inducement to Landlord entering into this Lease, agrees that this Lease is the exclusive and express agreement of the parties with respect to damage or destruction. Except as expressly set forth in this Lease, or as provided by law, Tenant shall have no right to quit and surrender possession of the Store, or to assert it is not liable to pay rent, in the event the Shopping Center is destroyed or so injured by the elements or any other cause as to be untenable or unfit for occupancy.

ARTICLE 18. - CONDEMNATION

Section 18.1 If all or substantially all of the Store is appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale to a public body), either party hereto shall have the right, at its option to terminate this Lease effective as of the date possession is taken by the authority, and Landlord shall be entitled to all income, rent, awards, and any interest thereon, which may be paid or made in connection with the public or quasi-public use or purpose. Subject to the provisions of any mortgage against Landlord's interest in the Store, Landlord shall be entitled to the entire award or compensation from the condemning authority, whether awarded as compensation for the taking of the fee

interest, diminution in value of the leasehold interest or as severance damages, and Landlord shall be entitled to apply for, negotiate, transfer and receive an award or compensation from the condemning authority with respect to Tenant's legal estate in the Store; and Tenant's rights shall be limited to a separate award or compensation for moving and relocation benefits and the unamortized cost of trade fixtures, which Tenant shall initiate and pursue at Tenant's sole cost and expense, as long as no such action diminishes the award payable to Landlord or Landlord's mortgagee. Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

Section 18.2 If only an unsubstantial portion of the Store is taken, then this Lease shall continue in full force and Landlord shall use the proceeds of the award to restore the remainder of the Store so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the Minimum Monthly Rent shall be reduced in proportion to the floor area of the Store taken. Landlord's restoration work shall not exceed the scope of work done by Landlord in originally constructing the Store and the cost of such work shall not exceed the amount of the award received by Landlord. If there is a taking of an insubstantial portion of the Store under this Section 18.2 within the last six (6) months of the Term, and Tenant would be required to repair or restore its leasehold improvements or trade fixtures in order to open for business, then Tenant shall have the option to terminate this Lease.

Section 18.3 In the event any portion of the Shopping Center other than the Store is taken, Landlord may terminate this Lease by written notice to Tenant within four (4) months after the date of such taking.

Section 18.4 Nothing contained in this Article shall be deemed to deny to Tenant its right to claim from the condemning authority compensation or damages for its trade fixtures and personal property.

Section 18.5 Notwithstanding anything in this Article 18 or Article 17 or elsewhere in this Lease to the contrary, if required by any Lender (as defined on Exhibit E), Landlord shall have no obligation to rebuild the Shopping Center in connection with a casualty or condemnation of any portion of the Shopping Center.

ARTICLE 19. - LIENS

Tenant shall pay all costs for work done by it or caused to be done by it in the Store and Tenant shall keep the Store and the Shopping Center free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

ARTICLE 20. - ASSIGNMENT AND SUBLETTING

Section 20.1 For purposes of this Article 20, "Transfer" is defined as any assignment, sublease, license, site use agreement, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance, or the like, to any person or entity (such person or entity being defined as a "Transferee"), either voluntarily, involuntarily or by operation of law, and any transaction described in Section 20.2. Except for a Permitted Transfer (as defined in Section 20.3), no other Transfer may be made without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, as long as Landlord is satisfied in its sole discretion that: (a) the proposed Transferee has executed an acceptable Transfer instrument agreeing to assume Tenant's obligations under the Lease; (b) the use or occupancy of the Store by the proposed Transferee will not violate this Lease, any other lease, the ECR or any applicable laws; (c) the proposed Transferee is capable of continuing to operate the same type of business

at the Store at substantially the same level and quality; (d) the creditworthiness, business reputation and business experience of Transferee are no less than those of Tenant; (e) the operation of the Store by the proposed Transferee will not require any alterations to the Shopping Center or any amendments or variances under the ECR or applicable laws or result in the imposition of any additional costs upon Landlord; (f) there is no breach or default by Tenant that remains uncured beyond any applicable cure period; (g) Landlord is not then in negotiations with the proposed Transferee; and (h) the Transfer will not result in the right to occupy the Store by more than a single business. No Transfer with Landlord's consent under this Article 20 (including a Permitted Transfer) shall relieve Tenant (or any subsequent Transferor) from primary liability under this Lease for both payment and performance of Tenant's obligations. Whenever Landlord's consent is required, Tenant shall pay to Landlord at the time such consent is requested, the sum of Seven Hundred and Fifty no/100 Dollars (\$750.00) as additional rent, to cover the legal and accounting fees to evaluate and document a simple and straightforward proposed Transfer requiring no amendment to the Lease. If the Transfer is not simple and straightforward or requires an amendment to the Lease, Tenant shall pay Landlord's actual legal and accounting fees within ten (10) days after written notice from Landlord, and any payment made previously pursuant to the preceding sentence shall be credited against the total. Any attempted or purported Transfer without Landlord's written consent shall be void and shall confer no rights upon any third party. The acceptance of rent from any person or entity other than Tenant shall not be construed as recognition of such person's or entity's right to use or occupy the Store nor as consent to any Transfer nor as a waiver of Landlord's rights under this Article 20. If Tenant proves that Landlord failed or refused to give consent when required, Tenant's sole remedy shall be a suit to compel specific performance, and Tenant waives any right to seek or recover damages against Landlord.

Section 20.2 If Tenant is a corporation, joint stock company, partnership, joint venture, limited liability company, trust, unincorporated association or other legal entity of any kind, which is not publicly listed and traded on a recognized national exchange, the Transfer of any equity interest or any other transaction resulting in a change in Control shall be deemed a Transfer requiring Landlord's consent under this Article 20. For purposes of this Article 20, "Control" is defined as the bona fide right to determine the outcome of management policies and decisions by any means. Landlord's consent shall not be required: (a) in connection with any Transfers of any equity or any other transaction resulting in a change in Control, if Tenant is publicly listed and traded on a recognized national exchange, or (b) in connection with any Transfer of any equity interest that does not result in a change in Control.

Section 20.3 Notwithstanding anything to the contrary in this Article 20, Tenant shall have no obligation to seek or obtain Landlord's consent to any assignment of this Lease or any subletting of the Store to any person or entity (e.g., parent, subsidiary, affiliate) that Controls, is Controlled by or is under common Control with Tenant or to the surviving entity in connection with any merger or consolidation of Tenant or in connection with any initial public offering of Tenant's shares on a recognized national exchange or to any entity acquiring substantially all of the assets of Tenant, provided that: (a) Tenant gives Landlord written notice of the details of such Transfer at least thirty (30) days after it becomes effective; and (b) no such Transfer results in the Transferee having a net worth less than that of Tenant immediately preceding the transaction resulting in the Transfer. Each such transfer shall be defined as a "Permitted Transfer" under this Article 20.

Section 20.4 If Tenant assigns this Lease, sublets the Store or enters into any license, site use agreement, concession or franchise involving any use or occupancy of any portion of the Store, except in connection with a Permitted Transfer, Tenant shall pay to Landlord fifty percent (50%) of any Transfer Premium (as defined below). For purposes of the foregoing a "Transfer Premium" means all rent and other consideration actually received by Tenant from Transferee (including key money and bonus money and any payment in excess of fair market value for services rendered by Tenant to

Transferee or assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee) in connection with the Transfer, after deducting the following costs (collectively the "Transfer Costs"): (i) The total rent payable by Tenant under this Lease (excluding the Transfer Premium) for the Transferred space; (ii) any leasing commissions paid by Tenant in connection with such Transfer; and (iii) out-of-pocket costs paid by Tenant for readying the Transferred space for occupancy by Transferee. In calculating the Transfer Premium, all such Transfer Costs shall be amortized on a straight-line basis over the term of the Transfer of the Transfer Space. Tenant shall pay the Transfer Premium on a monthly basis, together with its payment of rent.

Section 20.5 Anything to the contrary in the Lease notwithstanding, at any time within sixty (60) days after receiving written notice requesting Landlord's consent to a proposed Transfer (but not in connection with a Permitted Transfer), Landlord may elect to cancel this Lease and recapture that portion of the Store affected by such Transfer by giving written notice to Tenant. Unless Tenant gives written notice to Landlord withdrawing the request within ten (10) days after receipt of such written notice (in which case the Transfer request and the cancellation notice shall both be void), such cancellation shall become effective as to the thirty (30) days later and Tenant shall surrender possession of the recaptured portion of the Store on that date, and Landlord shall have the right to make alterations reasonably necessary to make the recaptured portion part of a leasable unit (if the proposed Transfer affects only a portion of the Store). If Landlord does not give the cancellation notice within such sixty (60) day period, the cancellation right shall be deemed waived with respect to that Transfer, and Tenant shall have thirty (30) days thereafter in which to complete the Transfer in accordance with the terms of the notice.

ARTICLE 21. - SURRENDER

Section 21.1 Upon the expiration or sooner termination of the Term, Tenant shall surrender the Store including, but not limited to, all keys, apparatus, fixtures, and all partitions, whether movable or otherwise, then in the Store, in as good condition as when received, reasonable wear and tear alone excepted, broom clean, and free of trash. All Tenant improvements, alterations and other items permanently affixed to the Store by Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord gives written notice requiring that they be removed or that the Store be restored to "vanilla shell" condition. If Landlord gives written notice requiring such removal or restoration, Tenant shall perform such work in the manner specified for alterations; provided that nothing herein shall be construed to require Tenant to remove any partitions, built-in cabinetry, or floor or wall coverings originally specified as part of the Tenant improvements. Notwithstanding the provisions of the previous Section, Landlord may designate by written notice to Tenant those alterations, additions, trade fixtures and improvements which shall be removed by Tenant, and Tenant shall promptly remove them and repair all damage caused by such removal with all due diligence, and at its cost.

Section 21.2 Movable trade fixtures, furniture, and other personal property installed in the Store by Tenant at its cost, shall be Tenant's property unless otherwise provided in this Lease and, if Tenant is not in default, Tenant shall remove all of the same prior to the termination of this Lease, and at its own cost, repair any damage to the Store and the building caused by such removal.

Section 21.3 Whether or not in default, Tenant shall remove any identification or other sign(s) prior to the termination of this Lease, at its cost, and shall repair any damage to the Store and the building caused by such removal.

ARTICLE 22. - HOLDING OVER

Section 22.1 Except as provided in Section 4.3, if Tenant holds over after the expiration or earlier termination of the Term with Landlord's written consent but without the execution of a new lease or written extension of this Lease, Tenant shall be deemed to be occupying the Store as a tenant from month to month, which tenancy may be terminated as provided by law, and Minimum Monthly Rent payable to Landlord by Tenant shall be the sum of one hundred fifty (150%) of the Minimum Monthly Rent in effect upon such expiration.

ARTICLE 23. - INDEMNIFICATION

Section 23.1 Tenant shall indemnify and hold Landlord harmless for, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees, arising from Tenant's use of the Common Area, the conduct of its business, or any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Store. Tenant shall further indemnify and hold Landlord harmless for, from and against all claims arising from any breach or default in the performance of Tenant's obligations under the terms of the Lease, arising from any act or negligence of Tenant, any officer, agent, employee, guest or invitee of Tenant, and, from all costs, damages, attorneys' fees and liabilities incurred in defense of any claim, or any action or proceeding brought thereon, including any action or proceeding brought against Landlord by reason of such claim. As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in or about the Store, from any cause other than Landlord's sole negligence.

Section 23.2 Landlord shall not be liable for damage sustained by the goods, wares, merchandise or property of Tenant caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Store, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures in or about the Store, whether the damage or injury results from conditions arising in the Store or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Shopping Center.

ARTICLE 24. - TENANT'S INSOLVENCY

The filing of any petition in bankruptcy, whether voluntary or involuntary (unless dismissed within sixty (60) days, or the adjudication of Tenant as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of Tenant's assets, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any state or federal insolvency or bankruptcy act (including the filing of a petition for, or in reorganization, or the taking or seizure under levy of execution or attachment of any part of the Store), shall constitute a material breach of this Lease by Tenant. If any of the above events occurs, Landlord may, at its option, terminate this Lease by written notice to Tenant.

ARTICLE 25. - DEFAULT AND REMEDIES

Section 25.1 The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant:

(a) Tenant's failure to pay any of the rents, including additional rents, or any other amount to be paid by Tenant or due under the Lease terms within five (5) days after receipt of notice

of such failure. Said five (5) day period shall be in lieu of, and not in addition to, the notice requirements pertaining to the unlawful detainer statutes;

(b) Tenant's or Guarantor's respective failure to deliver any financial information or an estoppel certificate or subordination agreement in accordance with this Lease, as applicable;

(c) Tenant's failure to observe and perform any other provision of this Lease, where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided, that if the nature of the default is such that it cannot, with due diligence, be cured within said period, Tenant shall not be deemed to be in default, if within said period, Tenant commences to cure and thereafter diligently prosecutes the same to completion, but in all events such matter shall be cured within sixty (60) days of such written notice;

(d) The failure of Tenant to continuously operate in the Store; or abandonment or vacation of the Store; or Tenant's violation of the radius restriction contained in this Lease; or

(e) Any default by Guarantor under its guaranty.

Section 25.2 If Tenant breaches or defaults, Landlord may exercise all remedies available to Landlord at law or in equity, Landlord may terminate this Lease and all of Tenant's rights under the Lease by giving Tenant written notice of its election to do so or not terminate this Lease but obtain and have exclusive possession of the Store. If Landlord elects to terminate this Lease or elects to not terminate this Lease but obtain and have exclusive possession of the Store, then Landlord shall be entitled to recover from Tenant the aggregate of all amounts permitted by law, including but not limited to:

(a) The worth, on the date of the award, of the unpaid rents payable hereunder which had been earned up until the date of termination or possession; plus

(b) The worth, on the date of the award, of the amount by which the unpaid rents which would have been earned from the date of termination or possession until the date of the award exceed the amount of such rental loss which Tenant proves could have been reasonably avoided; plus

(c) The worth, on the date of the award, of the amount by which the unpaid rents which would have been earned for the balance of the Term, exceed the amount of such rental loss which Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder, or which, in the ordinary course of affairs, would likely result therefrom; plus

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable Arizona law from time to time.

Landlord shall further have the right to increased rent in the event of any violation of the radius restriction covenant contained in Article 35 below.

Section 25.3 As used in items (a) and (b) above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Section 25.9 below, but in no case greater than the

maximum amount of such interest permitted by law. As used in item (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Section 25.4 If Tenant breaches or defaults, Landlord shall have the right, with or without termination of this Lease, to re-enter the Store and remove all persons and property therefrom. Any such property so removed may be stored at a public warehouse or elsewhere at Tenant's cost and for Tenant's account. If Landlord elects to re-enter or take possession of the Store pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, this Lease shall continue in full force and effect and Landlord shall have all rights and remedies hereunder and/or at law or equity. Landlord shall have the right to repair the Store as may be reasonable and necessary to facilitate reletting.

Section 25.5 If Tenant fails to comply with its obligations under this Lease, Landlord shall have the right to undertake such obligations (without liability for any loss or damage to Tenant's property or business), including without limitation, taxes or legal requirements, and Tenant shall pay to Landlord, on demand, the costs thereof with interest thereon.

Section 25.6 If during any month the rent received from the reletting, which is applied to Tenant's rent obligations is less than Tenant's rent obligations, then Tenant shall pay the deficiency to the Landlord immediately upon demand. Tenant shall also pay Landlord, as soon as ascertained and upon demand, all reasonable expenses incurred by Landlord in connection with the reletting, including costs of any alteration and repair not covered by the rent received from such reletting.

Section 25.7 No termination of this Lease shall occur unless in writing by Landlord. Acceptance of keys by the Landlord shall not cause a termination of this Lease. No re-entry or taking possession of the Store by Landlord under this Article shall be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant. Notwithstanding any reletting by Landlord without termination, Landlord may, at any time after such reletting, elect to terminate this Lease because of Tenant's breach and default.

Section 25.8 The terms "rent," "rents" and "rental" as used in this Article and elsewhere in this Lease shall mean the Minimum Monthly Rent, all additional rent (including without limitation the Percentage Rent), rental adjustments and all other sums, however designated, Tenant is required to pay under the Lease terms.

Section 25.9 Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the lower of eighteen percent (18%) per annum or the maximum lawful rate of interest from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 25.10 Tenant acknowledges that any late rent payment to Landlord will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance secured by any encumbrance covering the Store. Therefore, if any installment of rent due from Tenant is not received by Landlord within five (5) days of when due, Tenant shall pay Landlord an additional sum of fifteen percent (15%) of the overdue rent as a late charge. The parties agree that this charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of Tenant's late payment.

ARTICLE 26. - SUBORDINATION

The subordination of this Lease shall be controlled in accordance with the provisions contained on Exhibit E.

ARTICLE 27. - ESTOPPEL CERTIFICATE

Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement, in a form substantially similar to the form of Exhibit "F" attached hereto, or such other form as Landlord may reasonably require. Landlord and Tenant intend that any statement delivered pursuant to this Article 27 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Store or any interest therein.

ARTICLE 28. - QUIET ENJOYMENT

Upon Tenant's paying all rent and other amounts required to be paid by Tenant hereunder and performing and observing all of Tenant's covenants and obligations contained in this Lease, Tenant shall have the quiet and undisturbed possession of the Store.

ARTICLE 29. - LANDLORD'S DEFAULT

Section 29.1 If Landlord is in default of any of its covenants hereunder, Tenant shall give Landlord a thirty (30) day written notice specifying the nature of the default before exercising any right or remedy it may have against Landlord, and Landlord may cure such default within the thirty (30) day period. Notwithstanding anything to the contrary elsewhere in this Lease, if the default specified in

the notice is of such nature that it can be cured by Landlord, but cannot with reasonable diligence be cured within the thirty (30) day period, then the default shall be deemed cured if Landlord commences curing within the thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 29.2 Except to the extent specifically provided herein, Tenant shall not have the right to an abatement of rent or to terminate this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement in connection herewith, whether in this Lease or elsewhere and Tenant hereby waives such remedies of abatement of rent and termination. Tenant hereby agrees that Tenant's exclusive remedy for default hereunder or in any way arising in connection with this Lease including any breach of any promise or inducement or warranty, express or implied, shall be limited to suit for direct and proximate damages provided that Tenant has given the notices as hereinafter required, except for Tenant's right of specific performance for the covenants contained in Article 20 respecting assignments.

Section 29.3 If Landlord fails to cure its default and, as a consequence, Tenant recovers a money judgment against Landlord, the judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment against Landlord's right, title and interest in the Shopping Center and its under lying realty, the rents, or other income and proceeds receivable by Landlord from the Shopping Center, or the consideration or other proceeds received by Landlord's right, title and interest in the Shopping Center and its underlying realty; but, neither Landlord nor any partner, member, shareholder nor joint venturer of Landlord's shall be personally liable for any deficiency.

ARTICLE 30. - ATTORNEYS' FEES

If either party hereto brings any legal action against the other arising out of this Lease, then the prevailing party shall be entitled to recover from the other all costs of suit and reasonable attorneys, fees.

ARTICLE 31. - NOTICES

Section 31.1 Any notice, approval, advice, consent or demand to be given or served in connection with this Lease shall be given or served in writing by certified or registered mail (i.e. FedEx, UPS), addressed as specified in Section 1.2 of this Lease. Notice shall be deemed given on the third day following the date of mailing (or upon receipt, if sooner). Either party may change its address as specified in Section 1.2 by giving written notice as provided in this Section to the other party.

Section 31.2 If Landlord or Tenant shall fail to either give or withhold consent in writing (and if consent is withheld, the reasons therefor must be simultaneously given in writing) within fifteen (15) days from receiving the other's request, Landlord or Tenant, as the case may be, shall be deemed to have given its consent to the matters set forth in the other's written request for consent.

ARTICLE 32. - RIGHTS OF LANDLORD

Tenant shall perform all its covenants under this Lease at its sole cost and without any abatement of rent.

ARTICLE 33. - INTENTIONALLY DELETED

ARTICLE 34. - GUARANTOR

Tenant's payment and performance under this Lease shall at all times be fully and unconditionally guaranteed by Guarantor for the initial Term of the Lease, as well as any extension of this Lease. Tenant represents and warrants that the guarantee of Guarantor is in full force and effect, enforceable in accordance with its terms. Notwithstanding the above, and provided Tenant has not been in default past curable time limits, and also provided Tenant has not been in monetary default more than once during the Initial Term, the Guarantee shall expire and the Guarantor shall be released from any and all obligations under the lease and/or subsequent extensions. On the contrary, if Tenant has been in default more than once during the Initial Term, the Guarantee of the guarantor shall remain in full force and effect through the remainder of the initial term and any option periods Tenant elects to exercise.

ARTICLE 35. - RADIUS RESTRICTION

Tenant shall not directly, or indirectly own, operate or have a direct or indirect interest in an entity that is in any business engaged in the same primary use set forth in Section 1.13 within the Radius Restriction area contained in Section 1.21 above. In the event of any breach of this covenant, in addition to all right and remedies to which Landlord is entitled, the Minimum Monthly Rent shall be 125% of the Minimum Monthly Rent otherwise payable under this Lease during any time period of any such default.

ARTICLE 36. - LANDLORD'S RIGHT TO CURE DEFAULTS

If Tenant fails to make a payment or perform an act required by this Lease, Landlord may do so after twenty (20) days' notice to Tenant. Nothing done by Landlord shall waive or release Tenant

from its obligations. All sums paid by Landlord and all necessary incidental costs shall be deemed additional rent, and shall be payable to Landlord on demand and Tenant's failure to pay is the same as a default by Tenant in the payment of the rent.

ARTICLE 37. - ADA COMPLIANCE, NOTICE

Within five (5) days of receipt, Landlord and Tenant shall advise the other party in writing of any notice, claim, investigation or action alleging violation of the Americans With Disabilities Act of 1990 ("ADA") relating to the Store. Landlord shall be responsible for ADA compliance within the Shopping Center exclusive of the Store, such costs to be included as operating and maintenance costs. Tenant shall be responsible at its sole expense for ADA compliance within the Store (including the storefront), or elsewhere in the Shopping Center if such compliance is required because of work conducted by Tenant within the Store.

ARTICLE 38. - FINANCIAL STATEMENTS

If required in connection with a prospective sale or financing of the Shopping Center at any time during the Term of this Lease, Tenant shall, upon fifteen (15) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. If Tenant is not publicly held, Landlord shall keep, and shall direct any prospective purchaser or lender to keep, such financial statements confidential except to the extent disclosure is required to any accountants or other consultants retained by Landlord or such prospective purchaser or lender.

ARTICLE 39. - MISCELLANEOUS

Section 39.1 The terms, conditions, and covenants contained in this Lease, except as otherwise provided herein, shall inure to the benefit of and be binding upon the heirs, assigns, and other successors in interest to the parties hereto.

Section 39.2 It is intended that each provision of this Lease be viewed as separate and divisible and, if any provision is determined to be void or voidable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force.

Section 39.3 This Lease contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements, negotiations or understandings between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between Landlord and Tenant relating to the subject matter contained in this Lease which are not fully expressed in this Lease. Any agreement made hereafter shall be ineffective to change, modify, alter or discharge the Lease, in whole or in part, unless such agreement is in writing and signed by both parties.

Section 39.4 Landlord reserves the right to effect any tenancy in the Shopping Center that Landlord determines will best promote the interests of the Shopping Center. Tenant does not rely on the fact nor does Landlord represent that any specific tenant or number of tenants will occupy any space in the Shopping Center during the Term of this Lease.

Section 39.5 The substantive laws of the State of Arizona pertaining to contracts made and to be performed entirely in the State of Arizona shall govern this Lease. Any action arising out of or related to this Lease, the Store, or the relationships or liabilities of Landlord or Tenant shall be commenced and prosecuted in the Superior Court of the State of Arizona in and for the County of Maricopa. The parties irrevocably consent to jurisdiction and venue in such court for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 39.5.

Section 39.6 A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to, or approval of, any subsequent similar act by Tenant. Landlord's acceptance of any rent or other payments due hereunder with knowledge of Tenant's breach of any of the covenants of this Lease shall not be construed as a waiver of any such breach.

Section 39.7 The term "Landlord" as used in this Lease, so far as Landlord's covenants or obligations are concerned, includes only the owner or owners of the Store at the time in question, and Landlord shall automatically be relieved of all liability as respects the performance of any covenant or obligation hereunder coming due from and after the date Landlord transfers title to the Store.

Section 39.8 Time is of the essence with respect to this Lease.

Section 39.9 Tenant shall not record this Lease or any short form memorandum of this Lease without Landlord's written consent.

Section 39.10 If the Rent Commencement Date is not within twelve (12) months after the date hereof, this Lease shall terminate and be of no further force.

Section 39.11 All agreements made by Tenant in this Lease, whether expressed as covenants or conditions, shall be deemed to be conditions for the purpose of this Lease.

Section 39.12 Both parties acknowledge that members of Landlord's LLC and members of Avison Young (Landlord's real estate representative), are licensed Real Estate Brokers in the State of Arizona. The parties acknowledge that Avison Young is also representing the Tenant in this transaction. Both parties further represent and warrant that no other broker whatsoever is involved in the transaction of this Agreement and each party hereby indemnifies the other against brokerage or commission claims arising out of the indemnifying party's actions.

Section 39.13 If Landlord or Tenant commences any legal action against the other arising out of or related to this Lease, the prevailing party shall be entitled to receive from the non-prevailing party attorneys' fees, expert witness fees and taxable costs incurred in preparing and prosecuting such action and an appropriate award shall be included in any judgment. In addition, Tenant shall pay to Landlord within ten (10) days after receipt of written notice from Landlord, all attorneys' fees incurred by Landlord in connection with any default by Tenant or incurred in order to enforce or interpret the terms or provisions of this Lease as a result of any action by Tenant or incurred in connection with the processing of any requests by Tenant.

Section 39.14 LANDLORD AND TENANT EACH WAIVE THEIR RESPECTIVE RIGHT TO ANY TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CONTROVERSY, WHETHER IN AN ACTION AT

LAW OR SUIT IN EQUITY, WHETHER SEEKING DAMAGES, POSSESSION OR OTHER REMEDY OR FORM OF RELIEF, WHETHER BASED IN CONTRACT, TORT, GOVERNMENTAL REQUIREMENTS OR OTHERWISE, WHETHER STATED AS AN AFFIRMATIVE CLAIM, DEFENSE, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY COMPLAINT, SO LONG AS THE DISPUTE OR CONTROVERSY ARISES OUT OF OR RELATES IN ANY WAY TO THIS LEASE, THE PREMISES, OR THE RELATIONSHIPS OR LIABILITIES OF LANDLORD OR TENANT.

ARTICLE 40. - CONFIDENTIALITY

Section 40.1 TENANT AGREED THAT ANY DISCLOSURE OF THE TERMS OF THIS AGREEMENT COULD ADVERSELY AFFECT LESSOR AND THE SHOPPING CENTER IN WHICH THE SOTRE IS LOCATED. THEREFORE, AS FURTHER CONSIDERATION FOR ENTERING INTO THIS AGREEMENT, TENANT AGREES NOT TO DISCLOSE THE TERMS OF THIS LEASE, SPECIFICALLY OR IN GENERAL, TO ANY THRID PARTY DURING THE TERM OF THE LEASE AND ANY EXTENSION THEREOF.

SIGNATURES BELOW

LANDLORD:

**FRONTERA DEVELOPMENT
ESTRELLA PARKWAY, LLC**
a Delaware limited liability company

By: **FRONTERA DEVELOPMENT
ESTRELLA PARKWAY MEZZ, LLC**
an Arizona limited liability company
Its: Manager

By: 

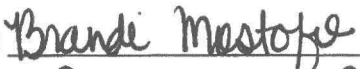
Name: **Jay R Schneider**

Its: **Managing Member**

Tax I.D. No.: 20-1123097

TENANT:

MOSTFAM, LLC
an Arizona limited liability company

By: 

Name: Brandi Mostofe

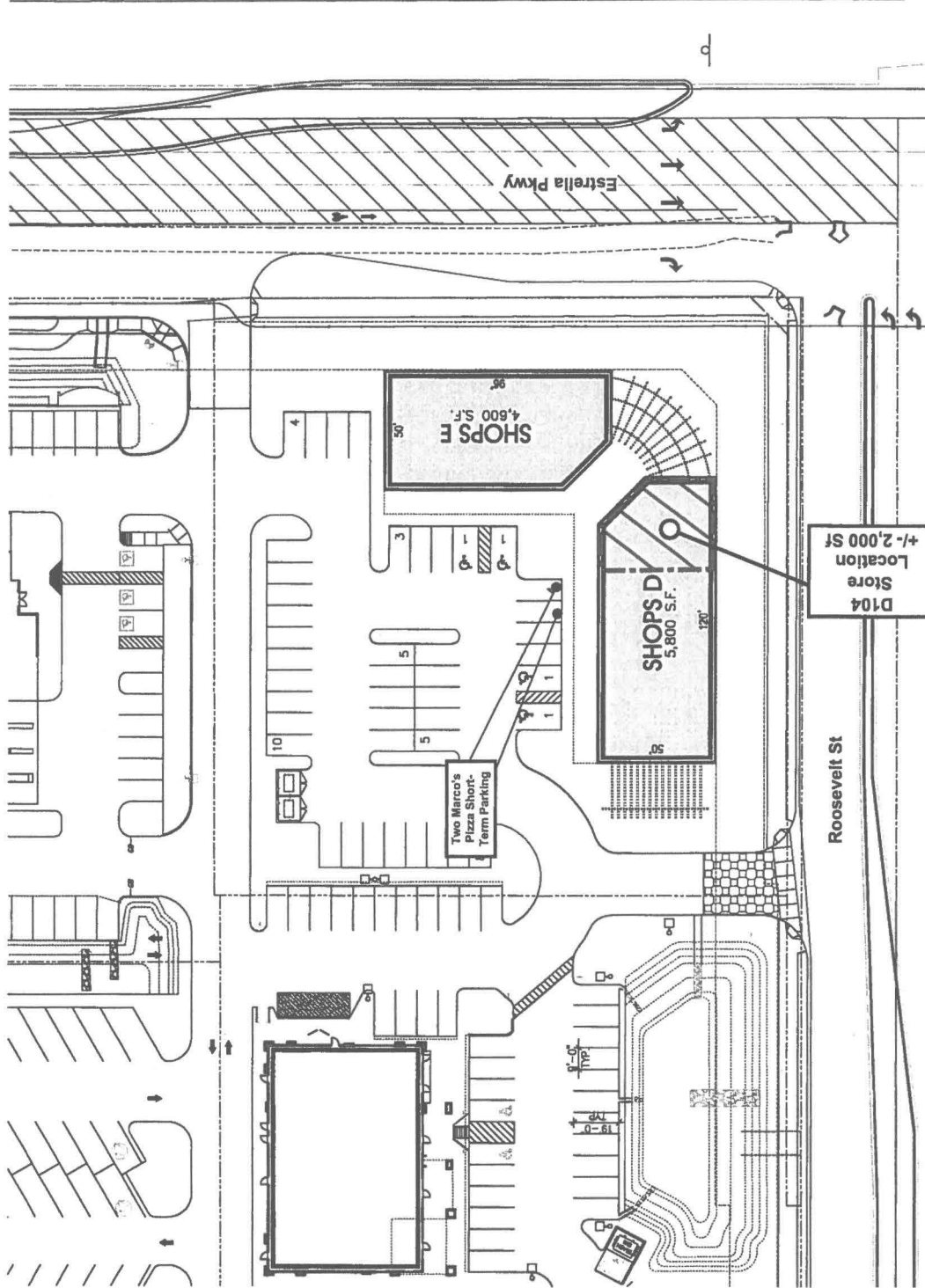
Its: Manager

Tax I.D. No.: 46-1983328

SITE DATA:

ZONING:	
LAND AREA:	60,223 S.F. ±1.38 AC.
NET LAND AREA:	
BUILDING AREA:	5,800 S.F.
SHOPS D:	4,600 S.F.
SHOPS E:	10,400 S.F.
TOTAL BUILDING AREA:	
BUILDING / LAND COVERAGE:	17.2%
PARKING REQUIRED:	
PER 1,000 S.F. OF FLOOR AREA:	18 SPACES
PER 1,000 S.F. OF TOTAL AREA:	15 SPACES
TOTAL REQUIRED:	34 SPACES
PARKING PROVIDED:	
TOTAL PROVIDED:	43 SPACES
PARKING RATIO:	4.13 SPACES PER 1,000 S.F.

EXHIBIT A-1



Roosevelt St

11530 W. Roosevelt St: Site D104
Goodyear, AZ 85338

SCHEME 2



CONCEPTUAL SITE PLAN

SCALE: 1" = 50'

NOTE: THIS DRAWING HAS BEEN PREPARED WITHOUT COMPLETE SURVEY INFORMATION AND SHOULD BE CONSIDERED APPROXIMATE.



SWC ESTRELLA PARKWAY and I-10
GOODYEAR, ARIZONA
January 23, 2007

RETAIL CENTER

Frontiers Development, Inc.
6263 N Scottsdale Rd, Ste. 160
Scottsdale, AZ 85250
480-316-8600

	LAND AREA:	69,723 S.F., 1.28 AC.
**	TOTAL BUILDING AREA:	5,800 S.F.
**	BUILDING FOOTPRINT:	10,400 S.F.
**	PARKING LOT:	17 SPACES
**	PARKING RAMP:	43 SPACES PER 1,000 S.F.

CONCEPTUAL SITE PLAN

NOTE: THIS DRAWING WAS PREPARED WITHOUT COMPLETE SURVEY INFORMATION AND SHOULD BE CONSIDERED APPROXIMATE.



SWC ESTRELLA PARKWAY and I-10
GOODYEAR, ARIZONA
January 23, 2007

Frontiera Development, Inc.
6263 N Scottsdale Rd, Ste. 160
Scottsdale, AZ 85250
480-315-9600

RETAIL CENTER

SCHEME 2

**11530 W. Roosevelt St; Ste D104
Goodyear, AZ 85338**

Roosevelt St

D104
Store
Location
-/-2,000 St

The site plan illustrates the proposed location for the D104 Store. The store footprint is a rectangular building measuring 120 feet by 50 feet, totaling 5,800 square feet. It is situated at the corner of Roosevelt St and Estrella Pkwy. To the north of the store is a larger area labeled 'SHOPS E' (4,600 S.F.). To the west is a parking area with a callout for 'Two Marco's Pizza Short-Term Parking'. The plan also shows various site details such as landscaping, parking spaces, and street layouts.

[illegible]

EXHIBIT C

LANDLORD CONSTRUCTION CRITERIA

LANDLORD SHALL PROVIDE THE FOLLOWING IMPROVEMENTS (LANDLORD'S WORK):

- A. **None – Space is being Delivered in “As-Is” Condition. Landlord is not responsible for completion of any Landlord work. Tenant has satisfied itself as to the condition of the premises.**

TENANT SHALL BE RESPONSIBLE FOR THE FOLLOWING IMPROVEMENTS (TENANT'S WORK):

- A. **Description of Tenant's Work:** Tenant shall be responsible for completing all work not specifically included in Landlord's Work including, but not limited to, any required work detailed below, as to the Premises, at Tenant's sole expense.
1. **Plans & Specification (If Necessary):** Tenant shall have a certified and registered architect prepare and submit plans and shall be responsible for adhering to all state and local ADA codes.
 2. **Permits:** All building (including water meter fees) or remodeling permits, as well as any associated tax (including, but not limited to, excise tax) required for Tenants Work on a state or local level shall be the sole responsibility of Tenant.
 3. **Store Fixtures:** Tenant shall provide and install all store fixtures, furnishings, display devices, and special column treatments.
 4. **Electrical:** Tenant shall provide additional electrical fixtures, outlets, or equipment not specifically described under Landlord's Work (Landlord will provide electric and gas meters for the suite; any additional “hook-up” costs or gas line runs to kitchen equipment or otherwise shall be the Tenants responsibility).
 5. **Telephone:** Tenant shall provide and install all telephone wire, except that which is described in Landlord's Work, and will be responsible for the paying of service charges associated for telephone lines within the premises.
 6. **Plumbing:** Tenant shall be responsible for the installation of all plumbing facilities outside of existing facilities, and any additional capacity, if needed, including any water meters greater than one inch (1”) in size. Tenant shall maintain meter and equipment in good working order at sole cost of Tenant.
 7. **Lighting:** Tenant shall be responsible for all lighting, distribution, and upgrades not specifically addressed in Landlord's Work.
 8. **HVAC:** In the event that Tenant's use of the Premises requires fresh air and/or exhaust air for special equipment, cooking equipment, additional personnel, stock room areas, show windows, or other use that may necessitate fresh air and/or exhaust, Tenant shall provide same at Tenant's sole expense, subject to the prior approval of Landlord.
 9. **Restrooms:** Tenant shall be responsible for any restroom facilities beyond what is specifically addresses as part Landlord's Work in this exhibit.

10. **Floor Coverings, Painting, Window Treatments:** Tenant shall be responsible for providing and installing any necessary floor coverings, paint materials, or window treatments (or show windows) within the demised premises.
11. **Partitions:** Tenant shall provide and install all partitions and doors on the interior of the premises.
12. **Fire Sprinklers:** Tenant shall provide and install any fire protection branches, heads, etc as deemed necessary.
13. **Awning:** A structural canopy and metal awning is provided by Landlord as part of the building. Tenant shall not have any obligations or expense related to those elements.
14. **Signage:** Tenant shall provide and install interior and exterior signage with all associated wiring, conduits, and anchorage, in accordance with Local codes, and must submit to Landlord for approval, including extension of electrical services to Tenant's sign area, and an access panel to sign transformer. Tenant signage is subject to local zoning and City approval.
 - a. **Signs:** Tenant shall provide and install a Sign and submit to Landlord for approval.
 - b. **Suite Identification:** Tenant shall provide and install a suite identification sign per code.
15. **Special Storefronts:** Any special storefronts requested by Tenant, shall be designed by Landlord's architect, at Tenant's expense, and shall be approved by Landlord prior to installation.

B. Upon written request by Tenant, Landlord may, at its discretion, agree to complete the following Tenants Work:

1. Provide and install any additional faculties for sewer, water and venting within demised premises.
 2. Provide and install mechanical equipment such as additional exhaust fans and venting.
 3. Provide and install any additional electrical outlets, fixtures, and capacity.
- C. Any Tenant Work attached or affixed to the building or roof that may adversely affect the structural integrity of the building or building system in which demised premises is located, shall, at the Landlord's sole discretion and option be:
1. Awarded to Landlord's Contractor, with Landlord obtaining bid from said Contractor, and Tenant responsible for payment of actual cost as charged by said Contractor.
 2. Awarded by Tenant to a licensed Contractor with written approval from Landlord.

EXHIBIT "D"
Estrella Marketplace
Comprehensive Sign Package
1170 N. Estrella Parkway
GOODYEAR, AZ
May 6th, 2005

These sign criteria (these "Criteria") have been developed to ensure design compatibility among all signs at Estrella Marketplace, an Shopping Center located in the City of Goodyear, AZ. Conformance to these Criteria will be strictly enforced. Any sign installed that is non-conforming to these Criteria not approved by the landlord must be removed or brought into conformance by the Tenant and/ or its sign contractor.

Landlord shall approve all signs, in writing, prior to installation. Approval shall be for appearance only and not for compliance with City code. Sign permits must be obtained by the Tenant from the City.

The following is a description of the design criteria

GENERAL SIGNAGE REQUIREMENTS

1. Tenant shall submit shop drawings and specifications (2 sets) for all signs proposed to be installed. Landlord shall review the shop drawings and specifications and return one (1) set to Tenant marked "Approved," "Approved As Noted," or "Revise and Re-Submit".
2. "Revise and Re-submit" drawings will be returned to Tenant with comments. These drawings shall be revised by Tenant and re-submitted to the Landlord for it's approval.
3. Upon receipt of Landlord approval, Tenant shall proceed with the City permit process.
4. No signs, advertisements, notices or other lettering shall be exhibited, inscribed Painted or affixed on any part of a sign, except lettering and/or graphics which have received the prior written approval of the Landlord.
5. Tenant or its representatives shall obtain all permits for its exterior sign and its installation.
6. Tenants shall have the sole responsibility for compliance with all applicable statutes/codes, ordinances or other regulations for all work performed on the Premises by or on behalf of the Tenant. Subsequent to City approval, Tenant may proceed with installation of signs.
7. Landlord's approval of tenant's plans specifications, calculations, or work shall not constitute an implication, representation, or certification by Landlord that said items are in compliance with applicable statutes, codes, ordinances or other regulations.

8. All signage is subject to City of Goodyear approval and these Criteria.
9. All signage shall be constructed and installed at Tenant's sole expense.
10. Tenant and the Tenant's contractor shall be responsible for the repair of any damage caused, whether in installation or removal of any signage.
11. All sign bolts, fastenings, sleeves, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass, or bronze, and no black iron material of any type will be permitted.
12. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance. Those required shall be applied in an inconspicuous location.
13. Any penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
14. All exposed metals shall be painted to render them inconspicuous.
15. No exposed tubing, conduit, or raceways will be permitted; all conductors, transformers, and other equipment shall be concealed.
16. All electrical signs shall bear the UL label.
17. All signs shall conform to uniform building Code standards.
18. All electrical signs shall conform to national Electrical Code Standards.
19. Tenant shall be liable for the operation of their sign contractor.
20. Painted lettering will not be permitted.
21. Flashing, moving, or audible signs will not be permitted
22. Individual freestanding signs will not be permitted except as noted below
23. Standard white vinyl die cut copy may be used to display hours of business, emergency numbers etc, on the storefront. Such die cut copy shall not exceed one hundred and forty - four (144") square inches in area.
24. Wall signs shall consist of individual interior neon illuminated reverse channel halo illuminated letters with copper metal and clear coat finish. These letters shall be mounted to the building fascia in the area allocated by the Land for signs.
25. Letters can be non-illuminated but must be copper reverse pan channel letters

26. Any changes to previously approved signage or other window or store front lettering or graphics will require that Tenant submit shop drawing and specifications for Landlord's prior written approval and shall be subject to City approval.

WALL SIGNS

Standards for Wall Sign

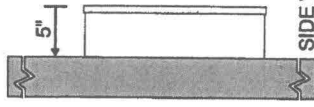
1. 1 square foot of building sign area will be allowed per foot of building frontage upon which the sign is displayed
2. The Maximum size of any wall sign is 200 Square Feet
3. No sign may exceed 80% of the leased frontage
4. No sign may exceed 80% of the Sign Band
5. Only Pan Channel letters will be allowed
6. Return Depth must be 5 inches deep
7. Returns must be painted Dark Bronze to match Matthews 41-313
8. Face color is open but faces must be 3/16 SG Acrylic or equivalent
9. Trim cap must be no less than 1 inch and must match face color
10. Illumination method must be equal to 1 tube of neon per 4 inches of stroke width. Signs may be illuminated with Neon or with LED's.
11. All letters must be flush mounted to building
12. Letters must be no smaller than 18'' (upper case) lower case may be smaller
13. Letters must be no larger than 36'' letters
14. Sign must be centered in the sign band area and centered above tenant's suite

This criteria has been developed by:

Bootz and Duke Sign Co.
Charlie Gibson

4028 W. Whitton Ave
Phoenix, AZ 85019

602-272-9356



NOT TO EXCEED 80%
OF SIGN BAND IN HEIGHT

NOT TO EXCEED 80%
OF SIGN BAND IN LENGTH

TENANT

SIDE VIEW

TYPICAL SET OF PAN CHANNEL LETTERS.

FABRICATE & INSTALL
TYPICAL SET OF ILLUMINATED PAN CHANNEL LETTERS.

CONSTRUCTION

- .063" ALUMINUM BACKS.
- .040" ALUMINUM RETURNS, 5" DEEP COLOR TO BE DETERMINED BY TENANT.
- 3/4" TRIM CAP, COLOR TO BE DETERMINED BY TENANT.

VINYL

COLOR TO BE DETERMINED BY TENANT, AS NEEDED.

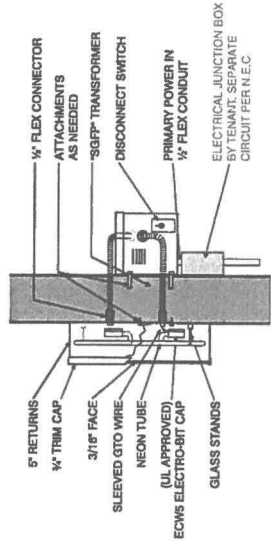
FACE

COLOR TO BE DETERMINED BY TENANT.

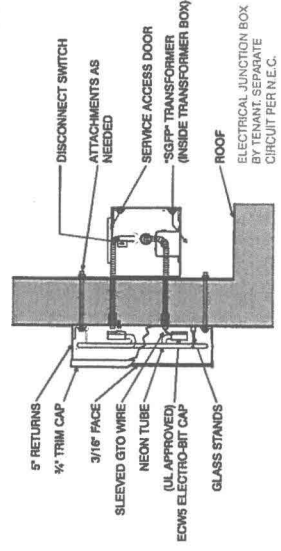
ILLUMINATION

- SINGLE TUBE, DOUBLE TUBE AND OR GRID - 4" MAX STROKE BETWEEN TUBES.
- DOUBLE BACKS W/ELECTRO-BIT RUBBER BOOTS.
- 30MA REMOTE TRANSFORMERS.

**PAN CHANNEL LETTERS
WITH TRANSFORMER BEHIND WALL**



**PAN CHANNEL LETTERS ON
REMOTE RACEWAY (ABOVE ROOF)**



BOOITZ & DUKE

DATE: 4-29-2005
SCALE: AS NOTED
DESIGNER: JR
SALESMAN: Charlie Gibson
ADDRESS: SMC ESTRELLA PARKWAY & INTERSTATE 10
CLIENT: FRONTERA 2

ADDRESS: 4028 W. WATTON PKW. AZ. 85019
PHONE: (602) 272-9356
FAX: (602) 272-4608
E-MAIL: www.boootzandduke.com

THIS DOCUMENT IS THE PROPERTY OF BOOITZ & DUKE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOOITZ & DUKE.

EXHIBIT E

Subordination Provisions

(a) **"Security Instruments"** shall mean (i) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Store, (ii) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Store, land, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security, and (iii) any declaration of covenants, conditions and restrictions, reciprocal easements or other covenants or liens affecting the use or enjoyment of the Store.

(b) **"Lender"** shall mean any holder of a Security Instrument (including any ground lessor) and its successors in interest, including any person acquiring title to the Store through a foreclosure

(c) **"Foreclosure"** shall include, but not be limited to, a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Store and any other transfer of the Landlord's interest in the Store under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

(d) **Subordination.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any Lender, this Lease shall be subject and subordinate at all times to all Security Instruments which may now exist or hereafter be executed affecting the Shopping Center, Landlord's Parcel, Store, land, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding the foregoing, Landlord or any Lender shall have the right to subordinate or cause to be subordinated any such Security Instruments to this Lease by a specific written instrument. Landlord hereby agrees to provide Tenant with non-disturbance and tenant attornment agreements which expressly states Tenant's possession will not be disturbed as provided below as a condition precedent to Tenant's agreement to subordinate its interest to such mortgage or deed of trust. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, if requested by the ground lessor, mortgagee or beneficiary, as applicable, attorn to and become the Tenant of the successor in interest to Landlord and in such event Tenant's right to possession of the Store shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and all other amounts required to be paid to Landlord pursuant to the terms hereof and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. Tenant hereby waives its rights under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any such foreclosure proceeding or sale.

Tenant covenants and agrees to execute and deliver, immediately upon demand by Landlord (but in all events in 10 days) and in the form requested by Landlord or any Lender, any additional documents evidencing Tenant's agreement to attorn as set forth in this Exhibit E and the priority or subordination of this Lease with respect to any such covenants, ground leases or underlying leases or the lien of any such mortgage or deed of trust or other Security Instrument, and such other matters requested by any Lender.

(e) **No Liability.** Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that any Lender, shall not be:

(i) liable for any act, omission, negligence or default of any prior landlord; provided, however, that any Lender shall be liable and responsible for the performance of all covenants and obligations of landlord under this Lease accruing from and after the date that it takes title to the Store; or

(ii) liable for any failure of any prior landlord to construct any improvements;

(iii) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or

(iv) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord except as presently required by the Lease; or

(v) be liable to Tenant under the terms of the Lease beyond its interest in the Store.

(f) **Rent.** If Tenant receives notice that the Lease and the rents and all other sums due hereunder have been assigned to a Lender as security for an obligation secured by a Security Instrument, and in the event Lender notifies Tenant of the occurrence of a default under a Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under this Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under this Lease directly to any Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to any Lender upon such notice and demand.

(g) **Lender to Receive Notices.** Tenant shall notify any Lender disclosed to Tenant of any default by Landlord under this Lease and agrees that, notwithstanding any provisions of this Lease to the contrary, no notice shall be effective unless Lender shall have received notice of default and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

(h) **Option.** This Lease as to any Lender shall be deemed to not contain any option to purchase, any right of first refusal to lease or purchase, any right to terminate the lease Term (except in the event of the destruction of all or substantially all of the Shopping Center), any nondisturbance or similar recognition agreement (except as specifically set forth in this Exhibit E), or any requirement that the Landlord rebuild the Shopping Center in connection with a casualty or condemnation of any portion of the Shopping Center.

(i) **Voluntary Surrender.** Tenant shall not cancel or terminate this Lease or request a surrender thereof.

(j) **Renewals.** Tenant may only exercise the renewals or extensions of the Term of this Lease strictly in accordance with the present terms and conditions contained in this Lease, including all rent terms.

(k) **Deposits.** Lender shall not be liable for any security deposits of Tenant.

(l) **Conflict.** Provisions of the Lease that expressly conflict with this Exhibit E shall be deemed struck from this Lease as to any Lender.

EXHIBIT F

Sample Form of Estoppel Certificate

The undersigned, _____,
a _____ ("Tenant"), hereby certifies to _____,
a _____ as follows:

1. Attached hereto is a true, correct and complete copy of that certain lease dated _____, 2020 between **Frontera Development Estrella Parkway, LLC** ("Landlord") and _____ Tenant (the "Lease"), which Store located generally at the southwest corner of I-10 & Estrella Parkway in Goodyear, AZ. The Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth in paragraph 4 below.

2. The Term of the Lease commenced on _____, 20__.

3. The Term of the Lease shall expire on _____, 20__.

4. The Lease has: (Initial one)

() not been amended, modified, supplemented, extended, renewed or assigned.

() been amended, modified, supplemented, extended, renewed or assigned by the following described agreements, copies of which are attached hereto:

_____.

If no amendments are listed, the undersigned certifies that the Lease has not been amended.

The Lease constitutes the entire agreement between the undersigned and Landlord with respect to the Store. There is no other agreement (except for the agreements contained herein) between the Tenant and the Landlord with respect to the Store or any other space within the Shopping Center.

5. Tenant is now in possession of said Store.

6. Tenant acknowledges that the Lease will be assigned to _____ and no modification, adjustment, revision or cancellation of the lease or amendments thereto shall be effective unless written consent by _____ is obtained, and that until further notice, payments under the Lease may continue as heretofore.

7. The amount of fixed monthly rent is \$_____.

8. The amount of security deposits (if any) is \$_____. No other security deposits have been made.

9. Tenant is paying the full lease rental, which has been paid in full as of the date hereof. No rent under the Lease has been paid more than thirty (30) days in advance of its due date.

10. All known work required to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the Tenant and all reimbursements and allowances due to the Tenant under the Lease in connection with any work performed by Landlord or the Tenant have been paid in full.

11. To Tenant's knowledge, there are no defaults on the part of the Landlord or Tenant under the Lease.

12. To Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord.

13. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies except as provided in the Lease.

14. There are no actions, voluntary or otherwise, pending or, to the best knowledge of the undersigned, threatened against the undersigned under the bankruptcy, reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

All provisions of the Lease and amendments thereto (if any) referred to above are hereby ratified.

The foregoing certification is made with the knowledge that _____ is about to fund a loan to Landlord or purchase the Store from Landlord, and that _____ is relying upon the representations herein made in connection with such transaction.

EXHIBIT F-1

Lease Guaranty Estoppel

**SAMPLE ESTOPPEL LETTER
GUARANTOR OF LEASE**

[LETTERHEAD OF GUARANTOR]

_____, 2020

[Lender]

Ladies and Gentlemen:

The undersigned hereby certifies to you and confirms that its [Unconditional Lease Guaranty] dated _____, 201_ of the obligations of [TENANT], under the above-referenced Lease remains in full force and effect and inures to the benefit of Landlord and its successors in title to the Store. [GUARANTOR] further agrees not to amend, modify or cancel the [Unconditional Lease Guaranty] without written consent of [LENDER], its successors and/or assigns.

Very truly yours,

[GUARANTOR]

By: _____
Name:
Title:

EXHIBIT G

Guaranty

The following provisions form a part of and constitute the basis for this Guaranty of Lease (herein referred to as the "**Guaranty**");

WHEREAS, a certain Lease Agreement dated July 24th, 2020 (herein referred to, as amended from time to time, as the "**Lease**") has been executed by and **Frontera Development Estrella Parkway, LLC**, as Landlord (herein referred to as "**Landlord**"), and **MOSTFAM, LLC**, as Tenant (herein referred to as "**Tenant**"), covering a certain Store located in Goodyear, County of Maricopa, State of Arizona, as more particularly described in the Lease;

WHEREAS, as a condition to Landlord's entering into the Lease, Landlord requires the undersigned to guarantee the full performance of all of the obligations of Tenant accruing under the Lease;

WHEREAS, the undersigned desires to induce Landlord to enter into the Lease with Tenant;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees that:

1. The undersigned unconditionally, absolutely and to the same extent as if the undersigned had signed the Lease as Tenant, assumes all liabilities, obligations and duties of Tenant accruing under the Lease, and guarantees to Landlord and Landlord's successors and assigns the full, prompt and complete performance of each and all of the terms, covenants, conditions and provisions of the Lease to be kept and performed by Tenant or Tenant's successors or assigns, including the payment of all rental and other charges to accrue thereunder and all damages that may arise as a consequence of the nonperformance thereof and further including all covenants, indemnities, obligations and liabilities respecting or related to environmental matters.

2. The liability of the undersigned under this Guaranty shall be unconditional and primary, and in relation to any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed from time-to-time solely against the undersigned or jointly against the undersigned and any other person or entity without regard to Tenant's ability to perform and without first commencing any action, exhausting any remedy, obtaining any judgment or proceeding in any way against Tenant or any other person or entity or their properties; and suit may be brought and maintained against the undersigned by Landlord to enforce any liability, duty or obligation guaranteed hereby without joinder of Tenant or any other person or entity.

3. Except as may be provided for in Article 34 of the Lease, this Guaranty shall continue during the entire Term of the Lease and any renewals or extensions thereof and thereafter until Tenant and Tenant's successors or assigns have fully discharged all of their obligations under the Lease.

4. Until all the covenants and conditions in the Lease to be performed and observed by Tenant or Tenant's successors or assigns are fully performed and observed, the undersigned: (a) shall have no right of subrogation or any other right to enforce any remedy against Tenant or Tenant's successors or assigns by reason of any payment or performance thereunder by the undersigned, and (b) subordinates any liability or indebtedness of Tenant or Tenant's successors or assigns now or hereafter held by the undersigned to all obligations of Tenant or Tenant's successors or assigns to Landlord under the Lease.

5. The undersigned agrees that the undersigned's obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced or affected by any limitation of liability or recourse under the Lease or by the occurrence of any one or more of the following events: (a) the taking or accepting of any other security or guaranty in connection with the Lease; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing or purported or believed to exist in connection with the Lease; (c) the death, insolvency, bankruptcy, disability, dissolution, termination, receivership, reorganization or lack of company, corporate, partnership or other power of Tenant, the undersigned, or any party at any time liable for payment or performance pursuant to the Lease, whether now existing or hereafter occurring; (d) any assignment or subletting by Tenant or Tenant's successors or assigns whether or not permitted pursuant to the terms of the Lease or otherwise approved by Landlord; (e) amendment of the Lease or any renewal, extension, modification or rearrangement of the terms of payment or performance pursuant to the Lease either with or without notice to or consent of the undersigned, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Landlord to Tenant, the undersigned or any other party at any time liable for payment or performance pursuant to the Lease; (f) any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for the collection or enforcement of the Lease or to foreclose or take or prosecute any action in connection with the Lease; (g) any failure of Landlord to notify the undersigned of any renewal, extension, rearrangement, modification, assignment of the Lease or subletting of the Store or any part thereof, or of the release of or change in any security or of any other action taken or refrained from being taken by Landlord against Tenant or of any new agreement between Landlord and Tenant, it being understood that Landlord shall not be required to give the undersigned any notice of any kind under any circumstances with respect to or in connection with the Lease; (h) the unenforceability of all or any part of the Lease against Tenant, it being agreed that the undersigned shall remain liable hereon regardless of whether Tenant or any other person be found not liable on the Lease, or any part thereof, for any reason; or (i) any payment by Tenant to Landlord being held to constitute a preference under the bankruptcy laws or for any other reason Landlord being required to refund such payment or pay the amount thereof to someone else.

Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Landlord's application thereof.

The undersigned waives any and all defenses, special procedures, benefits and discharges available to a surety, guarantor or accommodation co-obligor.

6. In the event suit or action is brought upon or in connection with the enforcement of this Guaranty, the undersigned shall pay reasonable attorneys' fees and all other expenses and court costs incurred by Landlord in connection therewith.

7. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord.

8. The undersigned represents that [the undersigned is the owner of a direct or indirect interest in Tenant and that] the undersigned will receive a direct or indirect benefit from the Lease.

9. The undersigned will not assert, plead or enforce against the Landlord any claim, defense, special procedure, benefit, discharge or setoff available to the undersigned against the Tenant or the Landlord.

10. The obligations of Tenant under the Lease to execute and deliver estoppel statements and financial information as therein provided, shall be deemed to also require the undersigned to do and provide the same relative to the guarantor.

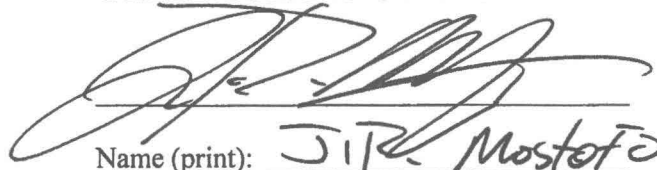
11. The obligations of the undersigned shall be joint and several.

12. THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, BASED ON OR PERTAINING TO THIS GUARANTY.

13. THE UNDERSIGNED HEREBY WAIVES ALL BENEFITS AND PROTECTIONS OF ARIZONA REVISED STATUTES SECTIONS 12-1641 THROUGH 12-1644.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the _____ day of _____, 2020.

GUARANTOR: JR MOSTOFO

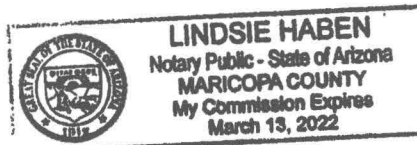


Name (print): JR Mostofo

SSN: 601-12-8175

STATE OF ARIZONA

COUNTY OF MARICOPA



The foregoing instrument was acknowledged before me this the 24th day of July, 2020, by JR Mostofo.

(Seal and Expiration Date)


Notary Public

GUARANTOR: BRANDI MOSTOFO

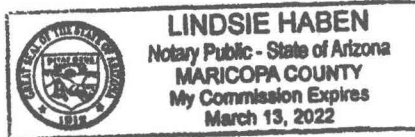
Brandi Mostofo

Name (print): Brandi Mostofo

SSN: 372 88 6941

STATE OF ARIZONA

COUNTY OF MARICOPA



The foregoing instrument was acknowledged before me this the 24th day of July, 2020, by Brandi Mostofo.

(Seal and Expiration Date)

Notary Public

EXHIBIT H

Existing Exclusive Use Provisions Estrella Marketplace As of 7/1/2020

1. Wells Fargo Bank has been granted the following exclusive use provision:

- No other Tenant within the Shopping Center shall be permitted to occupy space for the operation of a bank, savings and loan association, security brokerage, (but specifically permitting insurance brokerage) or other financial institution.

2. Nationwide Vision has been granted the following exclusive use provision:

- During the time of this Lease, and during any renewal term, Landlord shall not sell, rent, lease, or otherwise permit any other space in the Shopping Center (including any pad site or sites reserved for future expansion) to be used for the practice of optometry, opticianry, or as an optical dispensing establishment, vision care center, or any retail dispensing establishment selling prescription eyeglasses, contact lenses, or ophthalmic products, (the "Prohibited Purpose[s]"). Furthermore, Landlord agrees that it shall not sell, rent, lease, or convey any part of the pad sites or any areas reserved for futures expansion (or any part thereof) to any person or entity to be used for a Prohibited Purpose[s].

3. Estrella Women's Health has been granted the following exclusive use provision:

- No other Tenant within the Shopping Center shall be permitted to operate a business whose primary use is that of an obstetrics and/or gynecologic medical practice.

4. Super Touch Nails has been granted the following exclusive use provision:

- Nail salon and related services

5. Estrella Mountain Chiropractic has been grated the exclusive use provision:

- During the Term, as the same may be extended, Landlord shall not enter into a lease agreement with any other tenant within Shops B of the Shopping Center whose primary business is that of a chiropractic practice.

6. Go Wireless/Verizon Wireless has been granted the following exclusive use provision:

- In all parcels within the Shopping Center that are controlled by Landlord, Landlord shall agree not to lease any other premises in the Shopping Center to any tenant for the sale of wireless telephones, wireless communication devices, pagers, telephone utility service and all related accessories, excluding any existing tenancies at the time this lease is executed.

7. Sally Beauty Company has been granted the following exclusive use provision:

- In all parcels within the Shopping Center that are controlled by Landlord, Landlord shall agree not to enter into a lease agreement with any other occupant or allow any other occupant to operate in the Shopping Center whereby such occupancy shall be permitted to sell beauty supplies and related items as a primary business.

8. GameStop has been granted the following exclusive use provision:

- Landlord represents and warrants that it shall not enter into an agreement (excluding tenants currently existing) with any other occupant (equal to and under 2,000 square feet) in the Shopping Center, as depicted on the Exhibit A attached hereto, exclusive of the Wells Fargo parcel, the Wal-Mart parcel, or the I-10 & Estrella, LLC parcel, whereby such occupant shall be

permitted to sell entertainment software, video software or video games, subject to the further provisions of Section 7.3.

9. Aspen Dental has been granted the following exclusive use provision:

- Landlord shall not enter into any lease with another occupant in the Shopping Center whose primary business is that of a retail dental service center, office and laboratory.

10. Baskin Robbins has been granted the following exclusive use provision:

- Landlord shall not enter into a lease agreement with any other tenant on Landlord's Shopping Center for the use or sale of machine dispensed or hand-packed ice cream, frozen yogurts, ices, sherbets, frozen desserts or beverages, soda fountain items or other related products including sales both in bulk and individual portions, except that the foregoing shall not limit the sale by a supermarket of prepackaged ice cream, prepackaged yogurt, or soft drinks; or the sale of ice cream or related products by a restaurant for consumption on Premises as a dessert incidental to their menu and not as a specialty.

11. Alliance Urgent Care has been granted the following exclusive use provision:

- Landlord shall not enter into any lease with any other occupant in the Shopping Center whose business is that of an Urgent Care, medical facility.

12. Spring Mobile/AT&T via Radio Shack assignment of Lease has been granted the following exclusive use provision:

- Landlord covenants that during the Lease Term, no space within the Shopping Center shall be used for (i) the retail sale or display of electronic equipment or components, including, but not limited to, all types of telecommunication and transmitting equipment, related accessories, and services, computers and related accessories, and audio/video equipment and accessories; or (ii) the connection, installation, sale, display or promotion of off-premises [internet, on-line, broadband, narrowband, DSL, cable modem, satellite] access services, access devices or related goods, services, equipment, or accessories which enable or utilize connection to what is commonly known today as the "Internet" or any enhancement thereof or successor thereto.

13. Jimmy Johns (Estrella Subs, LLC) has been granted the following exclusive use provision:

- Landlord shall not enter into a lease agreement with any other tenant within the Shopping Center, regardless of retail or restaurant designation, including any outlot tenancy, nor, to the extent Landlord has approval right over any existing tenants change in use, allow any of its current Tenant's, including temporary vendors, to offer, sell or provide submarine style sandwiches that comprise more than 20% of a tenant's business.

14. Wok Wei has been granted the following exclusive use provision:

- Landlord shall not enter into a lease agreement with any other tenant within the Landlord-controlled portions of the shopping center whose primary business is that of a Full Service, Asian restaurant.

15. Galaxy Cleaners has been granted the following exclusive use provision:

- Landlord shall not enter into a lease agreement with any other tenant on Landlord's Parcel whose business is that of a dry cleaning facility.

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

REST
License 1207B265

Issue Date: 9/2/2020

Expiration Date: 3/31/2021

Issued To:

SUKHWINDER SINGH PUREWAL, Agent
DPK PIZZA LLC, Owner

Location:

MARCOS PIZZA
15530 W ROOSEVELT STREET
STE D104
GOODYEAR, AZ 85338
USA

Mailing Address:

SUKHWINDER SINGH PUREWAL
DPK PIZZA LLC
MARCOS PIZZA
21813 N 119TH DRIVE
SUN CITY, AZ 85373
USA



POST THIS LICENSE IN A CONSPICUOUS PLACE

20 SEP 2 11:41 AM 8-44