

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 04/14/2025 @ 01:23:47 PM

**Local Governing Body Report**

**LICENSE**

|                      |  |                  |            |
|----------------------|--|------------------|------------|
| Number:              | 06130062                                   | Type:            | 006 BAR    |
| Name:                | PAUL & JERRY'S SALOON                      |                  |            |
| State:               | Pending                                    |                  |            |
| Issue Date:          |  | Expiration Date: | 08/31/2025 |
| Original Issue Date: | 05/03/1973                                 |                  |            |
| Location:            | 206 MAIN STREET<br>JEROME, AZ 86331<br>USA |                  |            |
| Mailing Address:     |  |                  |            |
| Phone:               | (928)634-2603                              |                  |            |
| Alt. Phone:          | (480)730-2675                              |                  |            |
| Email:               | LIQUORLICENSE@AZLIC.COM                    |                  |            |

Currently, this license has pending applications.

**AGENT**

|                         |                         |
|-------------------------|-------------------------|
| Name:                   | AMY S NATIONS           |
| Gender:                 |                         |
| Correspondence Address: |                         |
| Phone:                  |                         |
| Alt. Phone:             |                         |
| Email:                  | LIQUORLICENSE@AZLIC.COM |

**OWNER**

|                         |                           |                         |    |
|-------------------------|---------------------------|-------------------------|----|
| Name:                   | GOODBYE EARL LLC          |                         |    |
| Contact Name:           | AMY S NATIONS             |                         |    |
| Type:                   | LIMITED LIABILITY COMPANY |                         |    |
| AZ CC File Number:      | 23772596                  | State of Incorporation: | AZ |
| Incorporation Date:     | 01/13/2025                |                         |    |
| Correspondence Address: |                           |                         |    |

|             |                         |
|-------------|-------------------------|
| Phone:      |                         |
| Alt. Phone: |                         |
| Email:      | LIQUORLICENSE@AZLIC.COM |

60th - 6/13/25

**Officers / Stockholders**

|                  |            |             |
|------------------|------------|-------------|
| Name:            | Title:     | % Interest: |
| KRISTI A KELLOGG | Mgr-Member | 50.00       |

**GOODBYE EARL LLC - Mgr-Member**

Name: KASHA MARIE LYELL

Gender:

Correspondence Address:

Phone:

Alt. Phone:

Email:

**GOODBYE EARL LLC - Mgr-Member**

Name: KRISTI A KELLOGG

Gender:

Correspondence Address:

Phone:

Alt. Phone:

Email:

## APPLICATION INFORMATION

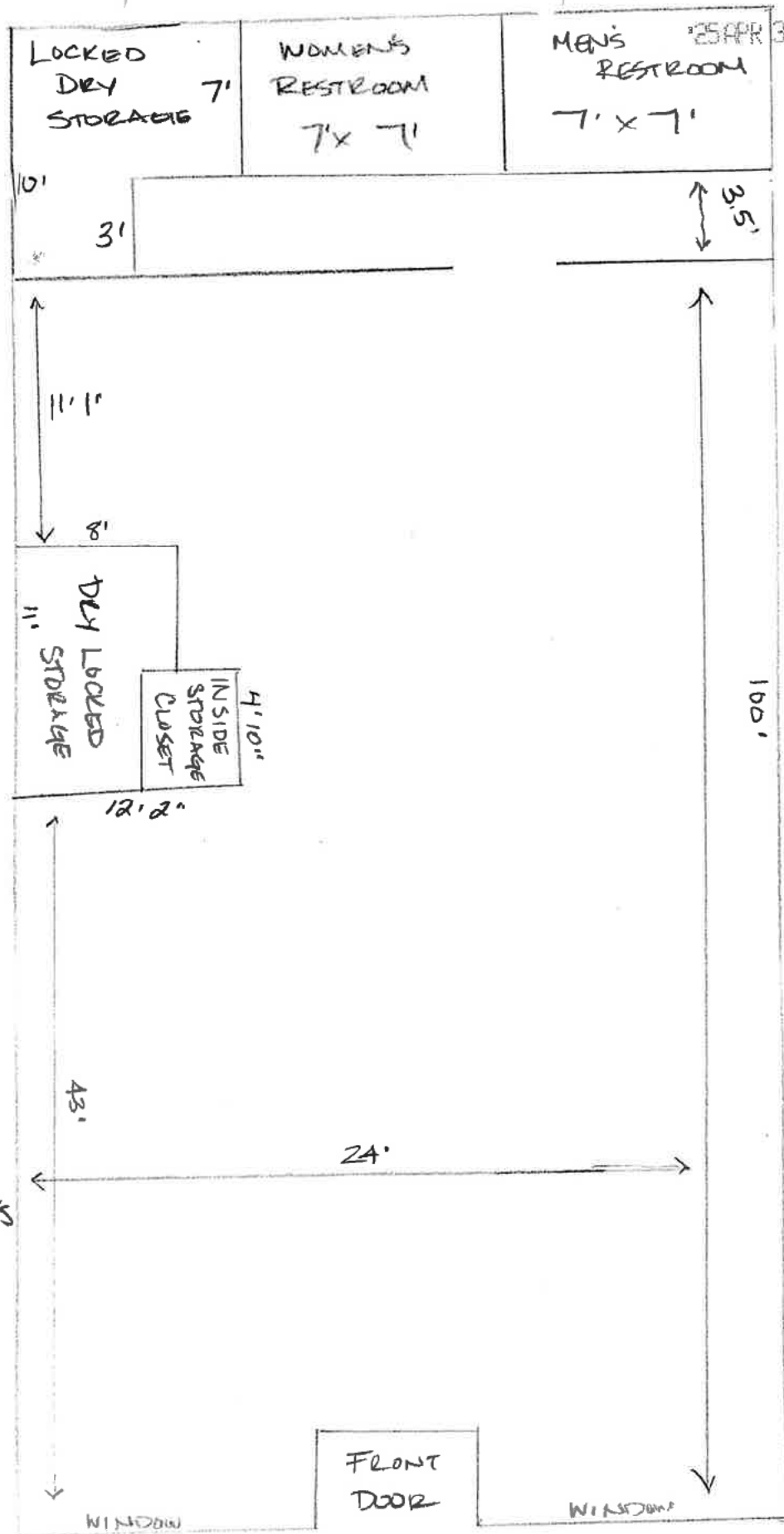
Application Number: 343768  
Application Type: Owner Transfer  
Created Date: 04/03/2025



## QUESTIONS & ANSWERS

### 006 Bar

- 1) Are you applying for an Interim Permit (INP)?  
No
- 8) Did the Premises phone number change?  
No
- 11) Will there be an agent on this license?  
Yes  
A Document of type QUESTIONNAIRE is required.
- 12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)  
VERDE CHRISTIAN ACADEMY  
102 S WILLARD ST COTTONWOOD AZ 86326  
5 MILES
- 13) Are you one of the following? Please indicate below.  
Property Tenant  
Sub-tenant  
Property Owner  
Property Purchaser  
Property Management Company  
TENANT
- 14) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
STILL OWE TERM
- 15) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
0
- 16) Is there a drive through window on the premises?  
No
- 17) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
NONE
- 18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 19) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)  
\$135,000.00



PAUL AND JERRY'S  
SALOON

206 MAIN ST.  
JEROME, AZ  
86331

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## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** ("**Agreement**") is entered into as of the 7th day of March, 2025 (the "**Effective Date**") by and among **PAUL & JERRY'S SALOON, LLC**, an Arizona limited liability company ("**Seller**") and **GOODBYE EARL, LLC**, an Arizona limited liability company ("**Buyer**"). Seller and Buyer are referred to collectively as the "**Parties**" and individually as "**Party**".

### **RECITALS**

- A. Seller owns and operates a bar known as Paul & Jerry's Saloon (the "**Business**") located at 206 Main Street, Jerome, Arizona 86331 (the "**Premises**").
- B. The Premises are owned by 206 Main, LLC, an Arizona limited liability company ("**Landlord**"). The Landlord entity has partial common ownership with the Seller entity.
- C. Kashal Lyell and Krisi Kellogg ("**Buyer's Principals**") hold 100% of the membership interest in Seller and they are the co-managers of Seller.
- D. Buyer's Principals and Seller entered into a Letter of Intent related to the purchase of the Business (the "**LOI**").
- E. Subject to and on the terms and conditions set forth in this Agreement, the Seller desires to sell, and Buyer desires to buy, substantially all of the assets of the Seller related to the Business (the "**Transaction**").

NOW, THEREFORE, for and in consideration of the recitals, the mutual covenants and agreements hereafter described and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

#### **1. Sale and Purchase.**

1.1 **Assets.** On and subject to the terms and conditions of this Agreement, at the Closing, Seller agrees to sell, convey, transfer, assign and deliver to Buyer and Buyer agrees to purchase from Seller, the Business as a going concern and Seller's right, title and interest in and to all of the Acquired Assets. As used in this Agreement, "**Acquired Assets**" shall mean all right, title and interest in and to all of the following: (a) the fixtures, furniture and equipment located at the Premises and specifically identified and listed on Schedule 1.1 (the "**FF&E**"); (b) Seller's Series 6 liquor license issued by the Arizona Department of Liquor Licenses & Control, license no. 06130062 (the "**Liquor License**");

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(c) inventory, promotional items and supplies on hand at the Business as of the Closing Date (defined below) having a cost value of not less than \$5,000.00 (collectively, "Inventory"); (d) goodwill associated with the Business, all value of the Business as a going concern, and contact information for all distributors, suppliers, repair trade people, and vendors to the Business (collectively, "Goodwill"); (e) proprietary items including, but not limited to, menus, promotional items and literature, and pictures as it relates to the Business, history of the Business, memorabilia, photographs and decor; (f) telephone numbers; (g) trade name rights for "Paul & Jerry's Saloon" and any related trademarks or service marks, fictitious names or slogans now used to in connection with the Business. All of the Acquired Assets are being sold, assigned, transferred, conveyed and delivered to Buyer hereunder free and clear of any Lien (other than any Lien to be acquired by Seller or Landlord), in its AS-IS/WHERE-IS condition and WITHOUT WARRANTY of any kind, *except that* any equipment that is part of the Acquired Assets shall be in working condition as of the Closing. As used in this Agreement, "Lien" shall mean any mortgage, pledge, lien, claim, security interest, conditional sale agreement, prior assignment or encumbrance of any kind or nature whatsoever, including, without limitation, any Uniform Commercial Code lien or tax lien.

1.2 Excluded Assets. The Acquired Assets shall not include the assets listed on Schedule 1.2 (collectively, the "Excluded Assets").

1.3 Assumed Liabilities. On and subject to the terms and conditions of this Agreement, at the Closing, defined below, Buyer will assume and agree to pay, perform and discharge only the obligations of Seller first arising from the operation of the Business following the Closing (the "Assumed Liabilities"). Accordingly, all debts, costs, invoices, liabilities and expenses, except for the Assumed Liabilities, if incurred prior to Closing, shall be the responsibility of Seller, and all such debts, costs, invoices, liabilities and expenses incurred on and after Closing shall be the responsibility of Buyer.

1.4 Due Diligence. Buyer's consideration, evaluation and due diligence of the Transaction shall end as of 5:00 p.m. on February 5, 2025 ("Due Diligence Period"). Seller shall reasonably cooperate with Buyer and provide reasonable access to the Business records and Premises during non-business hours. At the conclusion of the Due Diligence period, Buyer shall the option of (i) terminating the Transaction for any reason whatsoever by delivering written notice to Seller on or before the expiration of the Due Diligence Period, or (ii) electing to continue with the Transaction by tendering the Second Deposit (as defined below) to the agreed Escrow Agent: Amy Boehnke - Empire Title Agency (contact information in Section 11.1) not later than two business days of the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement by written notice to Seller delivered at any time prior to the expiration of the Due Diligence Period, whereupon this Agreement shall become null and void and of no further force and effect, the Initial Deposit (as defined below) shall be returned to the Buyer and the parties hereto shall have no further obligation to one another provided, however, Buyer

shall return to Seller all information, reports and any other materials delivered to or obtained by Buyer from Seller related to the Business. Buyer's failure to terminate this Agreement pursuant to this Section 1.4 shall not affect Buyer's right to require the satisfaction of all conditions to closing set forth in this Agreement. Buyer and Seller shall also take all necessary steps following execution of this Agreement and provided Buyer has tendered the Second Deposit, to assist Buyer's efforts to complete the transfer of the Liquor License, provided that Seller shall have no obligation to incur any costs or expense in connection therewith and Buyer shall be solely responsible for payment of all costs, expenses and/or fees required to accomplish a transfer of the Liquor License subject to the Lien to be held in favor of Seller and Landlord.

1.5 Inventory. Immediately preceding the Closing, Seller and Buyer shall conduct a physical count of the entire Inventory to ensure that the minimum level required by this Agreement have been met. To the extent the value of the Inventory is less than \$5,000.00, Buyer shall receive a credit against the Purchase Price. If Buyer does not request such a credit prior to the Closing, then Buyer shall be deemed to have waived any right to seek a credit for an Inventory shortage. Inventory shall be valued at cost.

**2. Purchase Price.** Buyer shall pay Seller a purchase price for the Acquired Assets of Three Hundred Seventy Thousand Dollars (\$370,000.00) ("Purchase Price") payable as follows:

a. The sum of \$3,000.00 ("Initial Deposit") has been paid by Buyer directly to Seller. The Initial Deposit shall be *refundable* to Buyer solely to the extent that Buyer cancels the Transaction pursuant to Section 1.4. To the extent Buyer fails to cancel the Transaction as provide in Section 1.4, then the Initial Deposit shall become *non-refundable* to Buyer in all circumstances and irrespective of whether the Transaction closes or the reason(s) preventing the Transaction from closing. As of the execution of this Agreement, Buyer acknowledges that Buyer did not elect to cancel this Agreement as allowed under Section 1.4 and that the Initial Deposit is non-refundable.

b. The sum of \$22,000.00 ("Second Deposit") shall be deposited with Escrow Agent not later than February 21, 2025. In the event the Transaction does not close, the Second Deposit shall be fully refundable to Buyer except in the event Buyer defaults under this Agreement. At the time of making the Second Deposit, Buyer shall provide Seller with commercially reasonable proof that Buyer has immediate access and control to the Final Deposit (defined below).

c. \$175,000.00 ("Final Deposit") shall be deposited with Escrow Agent not less than three business days prior to the Closing. The Final Deposit shall be fully refundable to Buyer if the Transaction fails to close for any reason.

d. The Initial Deposit, Second Deposit and Final Deposit (collectively,



the "Deposits") shall constitute the downpayment to be made by Buyer and the Deposits shall be released to Seller at the Closing and fully credited against the Purchase Price.

e. At the Closing, Buyer shall execute a promissory note in favor of Seller in the form attached hereto as **Exhibit A**, for the remaining \$170,000.00 (the "Note"), representing the balance of the Purchase Price, with interest accruing at the rate of 7% per annum from the Closing and requiring monthly interest only payments beginning thirty (30) days after the Closing and continuing monthly with all principal and interest being due not later than sixty (60) months after the Closing. The Note shall be secured by a security interest in the Acquired Assets. At the Closing, Buyer and Seller shall execute a Security Agreement in the form attached hereto as **Exhibit B** and covering the Acquired Assets, along with all such forms and documents that may be required by the State of Arizona to perfect a security interest with respect to the Liquor License, including without limitations a Statement of Legal such as a Statement of Legal or Equitable Interest (also attached a part of **Exhibit B**) and Seller shall be entitled to file a UCC-1 Financing Statement with the Arizona Secretary of State covering the Acquired Assets, including the Liquor License, and a UCC Lien Notification (also attached a part of **Exhibit B**) or other similar statement as may be required by the State of Arizona with respect to the Liquor License.

f. At the Closing, Buyer's Principals shall execute a personal guaranty, in the form attached hereto as **Exhibit C**, to personal and unconditionally guarantee payment of all obligations of Buyer to Seller under the Note.

g. At the Closing, rather than executing the Note, Buyer shall have the option of electing to pay to Seller, in addition to the Deposits, the sum of \$125,000.00 (the "Option Payment") resulting in a total payment to Seller of \$325,000.00 and in such event, the Purchase Price shall be reduced from \$370,000.00 to \$325,000.00.

h. All amounts tendered by Buyer to Escrow Agent shall be by wire transfer or by immediately available funds, and/or in such other manner as required by Escrow Agent. Further, any security deposits held by any provider of services or utilities to the Premises being assumed by Buyer shall be reimbursed to Seller at the time of Closing in addition to the Purchase Price, provided that any such security deposit(s) shall be transferred for the benefit of the Buyer as of the Closing Date. Seller shall be responsible for electricity, telephone, water and sewer, gas and other utility charges through the Closing, and Buyer shall be responsible for payment of all such amounts as of the Closing. Within five (5) business days of the Closing, Buyer shall transfer all utilities into Buyer's name.

i. At the Closing, Buyer and Landlord shall enter into a lease agreement for the Premises (the "Lease"), in the form attached hereto as **Exhibit D**. The obligations under the Lease shall be secured by a security interest in the Acquired Assets (including the Liquor License), subordinate only to the security interest to be granted to Seller. Buyer shall execute a security interest covering the Acquired Assets in the form attached hereto as **Exhibit B** and Buyer shall further execute all such documents as may be required by the State of Arizona to secure the interest in the Liquor License and Landlord shall be entitled to file a UCC-1 Financing Statement with the Arizona Secretary of State and such UCC Lien Notification form as may be required by the State of Arizona. The obligations under the Lease shall be subject to the personal guaranty of Buyer's Principals, in the form attached hereto as **Exhibit E**.

j. The Purchase Price shall be allocated as follows:

|                   |              |
|-------------------|--------------|
| a. FF&E           | \$ 31,527.00 |
| b. Liquor License | \$135,000.00 |
| c. Goodwill       | \$198,473.00 |
| d. Inventory      | \$ 5,000.00  |
| e. Non-Compete    | \$ 0.00      |
| TOTAL             | \$370,000.00 |

To the extent Buyer elects to make the Option Payment resulting in a reduction to the Purchase Price, the above allocations shall be adjusted on a pro-rata basis.

**3. Closing.** Time is of the essence with respect to all time periods and dates set forth in this Section 3. The closing of the Transaction (the "Closing") shall occur at a time mutually agreed by the Parties that is not later than fifteen (15) calendar days after Buyer has received final approval for the transfer of the Liquor License to Buyer, and is contingent upon the satisfaction or waiver of the Conditions Precedent (as defined below) (the "Closing Date"). The Closing shall take place at such location as is mutually agreed upon by the Parties. The Parties agree to cooperate and use reasonable efforts to cause all contingencies to be satisfied promptly and without undue delay. If through no fault of Seller the Closing fails to occur on or before July 1, 2025, then Seller may at any time thereafter, without liability, terminate this Agreement by providing written notice to Buyer and Escrow Agent of a future date, that is not less than ten (10) days from the date of the notice, upon which such termination shall become effective unless the Closing occurs prior to the specified termination date. In the event of such termination by Seller and provided that Buyer was not in default under this Agreement, all Deposits shall be refundable to Buyer except with regards to the Initial Deposit which is non-refundable after the expiration of the Due Diligence Period.

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#### **4. Closing Deliveries.**

**4.1 Closing Deliveries of Buyer.** At Closing, Buyer shall cause the following to be delivered to Seller: (i) the Deposits; (ii) the fully executed Note or the Option Payment; (iii) the fully executed Personal Guaranties and Security Agreements in favor of Seller and Landlord; (iv) the fully executed Lease (as defined below); and (v) such other documents as Seller may reasonably request or are required pursuant to this Agreement.

**4.2 Closing Deliveries of Seller.** At Closing, Seller shall deliver to Buyer the following (i) duly executed bill of sale for the Acquired Assets (the "Bill of Sale"), in the form attached hereto as **Exhibit D**; (ii) possession of the Acquired Assets; and (iii) the Lease fully executed by Landlord.

**4.3 Conditions Precedent.** Buyer shall not be obligated to close the Transaction unless each of the following conditions are satisfied or expressly waived in writing by Buyer (collectively, the "Conditions Precedent"): (a) Buyer has determined, in Buyer's sole discretion without input from Seller, that Buyer has received all required approvals for the transfer of the Liquor License to Buyer; (b) the Seller shall have materially performed, satisfied and complied with all obligations and covenants of Seller required by this Agreement to be performed or complied with by them, respectively, at or before the Closing; and (c) Seller shall have delivered to Buyer at or before the Closing, as applicable hereunder, all documents and all other items required hereunder to be delivered to it, with all such documents which require Seller's execution having been duly executed, as applicable, by Seller.

**5. Representations and Warranties of Seller.** Except as otherwise disclosed in writing to Buyer on or after the Effective Date, to induce Buyer to execute this Agreement and consummate the Transactions, the Seller hereby represents and warrants to Buyer as of the date hereof as follows:

**5.1 Organization, Good Standing, Authorization.** Seller is a limited liability company duly organized, validly existing and in good standing under the provisions the law of the State of Arizona. Seller has all requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted. Seller has all corporate power and member authority to enter into this Agreement and all other agreements and documents to be executed by Seller at Closing.

**5.2 No Violation.** The execution, delivery, compliance with and performance by Seller of this Agreement and the Transaction does not and will not: (i) violate or contravene Seller's organizational documents; (ii) violate or contravene any law, rule, regulation, ordinance, order, judgment or decree (collectively, "Applicable Law") to which such Seller or any of its assets is subject; (iii) conflict with or result in a breach of or constitute a default by any party under any agreement or other document to which



Seller is a party or by which any of its assets or properties are bound or are subject; (iv) result in the creation of any Lien upon any of such Seller's properties or the Acquired Assets or give to any person or entity a right of acceleration or termination; (v) require any approval or consent of any third-party other than with respect to the execution of the Lease; and (vi) subject to governmental and/or quasi-governmental agency requirements and/or approval other than with respect to the transfer of the Liquor License, result in the termination, modification or cancellation of any transferable license, permit, franchise, governmental authorization, contract, clearance or approval necessary for the lawful operation of the Business by Buyer.

**5.3 Title.** Seller has, and Buyer will receive at Closing, good, valid and marketable title to all of the Acquired Assets, free and clear of all Liens. The Acquired Assets are owned by the Seller and not leased except as otherwise disclosed to Buyer. There are no financing statements under the Uniform Commercial Code filed with the Arizona Secretary of State which name Seller as debtor and Seller has not signed any security agreement authorizing any secured party thereunder to file any such financing statement in the future.

**5.4 Trade Name.** Seller has not received any written notice or other objections to the use of the trade name "Paul & Jerry's Saloon". Any and all rights held by Seller to such trade name shall be assigned to Buyer at Closing. Immediately following the Closing, Seller shall change its name. As of the execution of this Agreement, Seller intends to change its name to P&J's Seller LLC but reserves the right to designate a different name provided it shall not use the trade name "Paul & Jerry's Saloon" being transferred at the Closing.

**5.6 Legal Proceedings.** There are no actions, suits, litigation, proceedings or investigations pending or to the best of Seller's knowledge, threatened by or against Seller which relate to the Business or the Acquired Assets, and Seller has not received any written claim, complaint, or written notice of any such proceeding or claim or is aware of any basis for any such claim.

**5.7 Compliance with Laws.** Seller has not received any notice asserting any violation of any regulations, rules, ordinances, laws, statutes, orders and decrees of any governmental authority applicable to it (collectively, the "Applicable Laws") or non-compliance therewith and there is no pending or to the best of Sellers' knowledge, after due inquiry, threatened investigation, inquiry or audit by any federal, state, or local governmental authority relating to Seller, the Business or any of the Acquired Assets, except as otherwise disclosed by Seller to Buyer.

**5.8 Financial Statements.** Seller has delivered to Buyer the financial statements and records identified on Schedule 5.8 (collectively, the "Financial Information"). The Financial Information is true and accurate to the best of Seller's knowledge.

**5.9 Employee Matters.** No employee of Seller has a written employment agreement or is other than an "at will" employee. Seller does not have nor maintain any written pension, profit sharing, thrift or other retirement plan, employee benefit plan, employee stock ownership plan, deferred compensation, stock option, stock purchase, performance share, bonus or other incentive plan, severance plan, health, group insurance or other welfare plan, or other similar plan, agreement, policy or understanding. Seller is not a party to, and Seller is not subject to, any collective bargaining or other agreement or understanding with any labor union, and no approval by any labor union is required to complete this transaction.

**5.10 No Discounts or Promotions.** Seller has not entered into any special programs or arrangements whereby any customer is entitled to discounts or preferential treatment.

**5.11 Consultation.** For a period of thirty (30) days after the Closing, Seller shall provide Buyer, at no cost to Buyer, up to 60 hours of scheduled consulting services after the Closing relating to the operation of the Business, subject to the following: (i) all consulting shall be scheduled by Buyer upon reasonable prior notice to Seller unless circumstances make prior scheduling not feasible (i.e., such as when unexpected circumstances arise); (ii) not more than four (4) hours per day and not more than fifteen (15) hours per week and each instance shall result in a minimum time allocation of 30 minutes even if less time is required; and (iii) the consulting services may be provided by telephone or in person at the discretion of Seller. Seller will remain available for consultation at Seller's request for up to four months after the Closing provided that any consultation services requested by Seller later than thirty (30) days after the Closing shall be at a rate of \$45.00 per hour and scheduled at such time and by such means as reasonably specified by Seller.

**5.16 Disclosure.** No representation or warranty in this Section 5 contains any untrue statement of a material fact or omits a material fact necessary in order to make the statements contained herein false or misleading at the time said statements were made.

**6. Representations and Warranties of Seller.** Except as otherwise disclosed in writing to Seller on or after the Effective Date, to induce Seller to execute this Agreement and consummate the Transactions, the Buyer and each signatory executing this Agreement on behalf of Buyer, hereby represents and warrants to Buyer as of the date hereof as follows:

**6.1 Organization, Good Standing, Authorization.** Buyer is a limited liability company duly organized, validly existing and in good standing under the provisions the law of the State of Arizona. Buyer has all corporate power and member authority to enter into this Agreement and all other agreements and documents to be executed by Buyer at Closing.



**6.2 INDEPENDENT EVALUATION.** BUYER WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT AND DECIDING WHETHER OR NOT TO CONSUMMATE THE TRANSACTION BASED UPON ITS OWN INDEPENDENT JUDGMENT, AND NOT UPON THE ADVICE OF SELLER OR SELLER'S REPRESENTATIVES, BUT INSTEAD UPON ADVICE FROM SUCH ADVISERS AS BUYER HAS DEEMED NECESSARY AND BUYER IS NOT RELYING UPON ANY WRITTEN OR ORAL COMMUNICATION OF SELLER OR SELLER'S REPRESENTATIVES NOT CONTAINED IN THIS AGREEMENT OR THE SCHEDULES OR EXHIBITS THERETO. BUYER FURTHER WARRANTS AND REPRESENTS THAT IT HAS NOT RELIED UPON ANY FINANCIAL STATEMENTS OR INFORMATION OTHER THAN THE FINANCIAL INFORMATION IDENTIFIED ON SCHEDULE 5.8 AND THAT SUCH INFORMATION IS NOT A GUARANTEE OR ASSURANCE OF FUTURE PERFORMANCE.

**6.3 Limited Disclosure of Purchase.** Prior to the Closing, Buyer shall not discuss the terms of this Agreement or Buyer's intent to purchase the Business, except to the extent reasonably necessary to meet Buyer's obligations under this Agreement.

**7. Other Agreements and Covenants.** In addition to other obligations contained in this Agreement, the Parties shall perform their respective obligations related to the following:

**7.1** In the event a Closing does not occur, the Buyer and Seller will return all Information to the party that provided same or destroy all information that is in tangible form, together with any copies that may have been made, and provide written certification that the foregoing has been completed.

**7.2 Reasonable Efforts.** Each Party will use all reasonable efforts to take such actions as are to be taken by each of them respectively hereunder prior to Closing, provided that no Party is obligated to waive any condition to its obligations to close or to waive any performance of this Agreement by the other Party. Each Party shall be responsible for its own costs and expenses relating to using its efforts as required by this Agreement or meeting its own obligations under this Agreement.

**7.3 Ordinary Course.** Unless Buyer otherwise consents in writing, prior to the Closing Seller shall: (a) own and use the Acquired Assets in accordance with all Applicable Laws, in the ordinary course, and in a manner which will not be reasonably expected to have a material adverse effect on the Acquired Assets, (b) maintain the Acquired Assets in good repair and working condition and maintain and keep in force existing insurance on the Acquired Assets, (c) maintain any and all relationships with its existing employees, customers, suppliers and any other persons or firms with whom Seller has significant contact in connection with the operation of the Business and take such other and further actions as may be reasonably necessary to preserve the goodwill of the Business, including the prompt payment of all suppliers and vendors; maintain its books and records in the ordinary course, consistent with past practice.

**7.4 Cooperation.** No Party hereto will intentionally take any action that would cause any condition set forth in this Agreement not to be fulfilled, including without limitation, taking or causing to be taken any action that would cause the representations and warranties made by such party in this Agreement not to be true and correct in all material respects as of the Closing. Seller shall cooperate with Buyer (to the extent that Seller shall not incur any expense) relative to the execution of any and all permits and licenses reasonably requested by Buyer prior to Closing.

**7.5 Governmental Filings.** Each party hereto will promptly make all governmental filings or other submissions which may be necessary in order for such party to be able to consummate the transactions contemplated by this Agreement.

**7.6 Pre-Closing Liabilities and Obligations.** Seller shall promptly pay, perform and discharge in full and in accordance with their respective terms, all liabilities and obligations relating to the Acquired Assets and/or the Business which accrue prior to the Closing (regardless of when they actually arise), and Buyer shall have no responsibility therefor.

**7.7 Further Actions.** From the date hereof to the Closing or termination of this Agreement, the Seller will provide prompt notice to Buyer of any fact, condition, event or occurrence that will or is reasonably likely to result in the failure of any of the conditions contained in this Agreement to be satisfied or the breach of any representation or warranty set forth herein.

**7.8 Liquor License.** The Parties acknowledge that, subject to those requirements and conditions established from time to time by the applicable governing authorities, the Liquor License is not freely assignable, and that Buyer and the Buyer's Principals shall be obligated to apply for a transfer of the Liquor License. Buyer shall be solely responsible for all costs, expenses and fees required to submit a request for transfers of the Liquor License. Further, Buyer warrants and represents that it shall retain, not later than two (2) business days after the delivery of the Second Deposit to Escrow Agent, a third-party professional ("Transfer Agent") having experience in processing applications for the transfers of a Series 6 liquor license in Arizona. Buyer and Buyer's Principals warrant and represent that they shall diligently pursue such transfer application. Buyer shall keep Seller and Seller's counsel informed as to the status of Buyer and Buyer's Principals to obtain approval for the transfer of the Liquor License. Buyer shall provide Seller and Seller's counsel copies of any receipt, notice, request for information or any other communication received from the State of Arizona related to the transfer of the Liquor License. Buyer and Transfer Agent shall respond to any request for information from Seller or Seller's counsel within two business days of such request. Seller shall have no obligation to incur any cost or expense in connection with Buyer obtaining or securing any licenses (liquor or otherwise).

**7.9 Brokers.** Neither Party has employed, either directly or indirectly, or incurred any liability to, any broker, finder or other agent in connection with the Transaction other

than for Laura Mineer of Southwood Properties ("Approved Broker"). Seller shall be solely responsible for the fee due to Approved Broker.

## **8. Indemnification.**

**8.1 Indemnification by Seller.** Subject to the successful Closing of the Transaction, Seller agrees to and shall defend, indemnify and hold harmless Buyer and its managers, members, employees, agents, representatives harmless from and against any and all losses, damages, actions, lawsuits, demands, proceedings, judgments, deficiencies, costs, expenses (including without limitation, reasonable attorneys' fees and expenses), and governmental actions of every kind, nature or description (collectively, "Losses") which arise out of or relate to any of the following: (a) any breach of any representation, warranty or covenant made by the Seller in this Agreement; (b) any failure by the Seller to perform, comply with or observe any one of more of its covenants, agreement or obligations contained in this Agreement; or (c) any Pre-Closing Losses related to Seller's operation of the Business.

**8.1 Indemnification by Buyer.** Subject to the successful Closing of the Transaction, Buyer agrees to and shall defend, indemnify and hold harmless Buyer and its managers, members, employees, agents, representatives harmless from and against any and all Losses which arise out of or relate to any of the following: (a) any breach of any representation, warranty or covenant made by the Buyer in this Agreement; (b) any failure by the Buyer to perform, comply with or observe any one of more of its covenants, agreement or obligations contained in this Agreement; or (c) any Post-Closing Losses related to Buyer's operation of the Business.

**9. Post-Closing Covenants.** In addition to other obligations contained in this Agreement, the Parties hereto shall perform their respective obligations under the following covenants after the Closing:

**9.1. Taxes.** Buyer shall pay any and all sales, use, transfer or other taxes due or owing in connection with the transfer and conveyance of the Assets hereunder, and Seller shall have no liability therefor.

**9.2. Seller's Employees.** Seller shall terminate all employees as of the Closing. After the Closing, Buyer may hire (but shall have no obligation to do so) one or more persons previously employed by Seller and any such persons shall be treated as new hires by Buyer.

**9.3. Restrictive Covenants.** As a material consideration for Buyer entering into this Agreement and consummating the Transaction, and provided by Buyer is not in default of its obligations under this Agreement or the Lease, Seller and Seller's principal signing this Agreement on behalf of Seller agree that for a period of three (3) years after the Closing Date they shall not directly or indirectly own, operate manage or otherwise control any establishment requiring a series 6 liquor within a five (5) mile radius of the Premises.



15 APR 3 AM 8 '22 AZDALLC

## **10. Remedies in the Event of Breach.**

6.1 **Breach by Buyer.** In the event Buyer fails to meet any of its obligations under this Agreement and if Buyer should fail to cure such breach within three (3) business days of receipt of written notice from Seller, Buyer shall be deemed to be in default of this Agreement and provided Seller had not taken any action that would have prevented the Closing, then Seller shall be entitled to terminate this Agreement and as Seller's sole remedy, retain the Initial Deposit and the Second Deposit with Buyer having no further liability to Seller arising from Buyer's default and with all other remedies being expressly waived.

6.2 **Breach by Seller.** In the event Seller fails to meet any of its obligations under this Agreement and if Seller should fail to cure such breach within three (3) business days of receipt of written notice from Buyer, Seller shall be deemed to be in default of this Agreement and provided Buyer had not taken any action that would have prevented the Closing, then Buyer shall have the option, as Buyer's sole remedy, to elect between: (i) terminating this Agreement upon written notice to Seller in which event all refundable Deposits shall be returned to Buyer; OR (ii) specifically enforce Seller's obligations under this Agreement provided that Buyer's right to seek specific performance shall be deemed waived if Buyer fails to commence an action for specific performance within sixty (60) days of Buyer's notice of default, with all other remedies being expressly waived.

## **11. Miscellaneous**

11.1 **Notices.** All notices consents, demands and other communications hereunder are to be in writing and must be sent or transmitted by one of the following: (i) United States mail, certified, return receipt requested; (ii) confirmed overnight national courier service with proof of delivery; (iii) personal delivery by third-party courier service; or (iv) email plus one of the other specified methods of transmission, properly addressed as noted below for each Party. Notices shall be deemed to have been duly given or made as follows: (i) three days after deposit with United States Postal Service if sent certified mail; (ii) on the delivery date if sent overnight via national courier or via third-party courier service; and (iii) on the date on which the notice has been both emailed and sent via one of the other methods of delivery. In the event a delivery or notice deadline falls on a weekend or holiday, then the applicable deadline will be extended to include the first business day following such weekend or holiday.

If to Buyer:

Goodbye Earl, LLC  
Attention: Kristi Kellogg

--and--

25 APR 3 AM 8:22 AZDL

Goodbye Earl, LLC  
Attention: Kasha Lyell



If to Seller:

Paul & Jerry's Saloon, LLC  
Attention: Jerry Paul Vojnic  
Before the Closing:



After the Closing:



If to Escrow Agent: Amy Boehnke  
Branch Manager/Escrow Officer  
Empire Title Agency



11.2 Construction. This Agreement constitutes the entire understanding of the parties and may be amended only by a writing executed by all of the parties to be bound. The section and subsection headings of this Agreement have been inserted solely for convenience of reference, and shall not control or affect the meaning or construction of any of the provisions of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its legal counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. The LOI shall be deemed null and void as of the execution of this Agreement and all provisions of the LOI shall be deemed to have been superseded by the provisions of this Agreement. No provision of the LOI shall be consider for the purpose of interpreting or supplementing the provisions of this Agreement and any disputes concerning the provisions of this Agreement shall be resolved without regard to or consideration to the provisions of the LOI. The Parties agree that they have had the opportunity to read this Agreement and obtain the advice of legal counsel, and further agree that the provisions set forth herein are fair and reasonable. The recitals form an integral part of this Agreement and are hereby incorporated herein. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party hereto.

11.3 Invalidity. In the event any provision or portion of any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as applied to any fact or circumstance, the remaining provisions and portions of this Agreement and the same provision as applied to any other fact or circumstance shall not be affected or impaired thereby and shall remain valid and enforceable.

11.4 Waiver. No failure of any party to exercise any right or remedy given such party under this Agreement or otherwise available to such party or to insist upon strict compliance by any other party with its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such party.

11.5 Assignment; Binding Effect. No Party may assign its rights or delegate its obligations hereunder without the consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

11.6 Electronic Transmission and Counterparts. This Agreement may be executed by electronic transmission and/or simultaneously in one or more counterparts, each of which shall be deemed an original, but any of which together shall constitute one and the same instrument.

11.7 Risk of Loss. In the event there is a material damage or destruction related to the Business or the Premises between the Effective Date and the Closing Date, Buyer or Seller shall have the right to terminate this Agreement, and in such event, Buyer shall receive a refund of the refundable Deposits, and the Parties shall have no further obligations under this Agreement except as to such obligations arising from the termination of this Agreement as specified herein.

11.8 Submission of Agreement. The submission or exchange of this Agreement from one Party to the other or their agents or attorneys for review shall not be deemed an offer or acceptance, and no agreement with respect to the purchase and sale of the Acquired Assets shall exist unless and until this Agreement is executed and delivered by the Seller and Buyer.

11.9 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create any partnership, joint venture or other relationship between the Seller and Buyer (other than the relationship of seller and buyer). No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person or entity other than the Seller and Buyer.

11.10 Further Assurances. Consistent with the terms and conditions hereof each Party shall execute and deliver all instruments, certificates and other documents and shall perform all other acts which the other party reasonably requests in order to carry out this Agreement and the transactions contemplated hereby.

11.11 Survival. The provisions of Section 2, Section 5, Section 8 Section 9 and Section 10 shall survive the Closing.

11.12 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona and the Parties agree that Maricopa County shall be the proper venue for any lawsuit filed.

11.13 JURY WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CONTEMPLATED HEREBY.

11.14 Fees and Expenses. Each of the Parties hereto shall pay its own fees, costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions. In any action brought to enforce the terms of this Agreement or any guarantee of obligations hereunder, the prevailing party shall be entitled to recover all costs incurred in the litigation, including but not limited to reasonable attorney's fees, expert fees and other out of pocket expenses.

[signature page follows]

25 APR 3 01 18 23 AZD LLC

SIGNATURE PAGE  
ASSET PURCHASE AGREEMENT  
PAUL & JERRY'S SALOON


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**BUYER:**  
**GOODBYE EARL, LLC,**  
an Arizona limited liability company

By:  Kasha Lyell 03/07/25  
Kasha Lyell  
Member/Manager

By:  Kristi Kellogg 03/07/25  
Kristi Kellogg  
Member/Manager

**SELLER:**  
**PAUL & JERRY'S SALOON, LLC,**  
an Arizona limited liability company

By:  Jerry Vojnic 03/07/25  
Jerry Paul Vojnic  
Member/Manager



## **SCHEDULE 1.1**

### **Fixtures, Furniture and Equipment Included in Acquired Assets**

- 13 TABLES-
  - 2 - 24" ROUND
  - 1 - 30" ROUND
  - 3 - 32" X 44" TABLES AT BOOTHS
  - 1 - 30" X 48"
  - 5 - 24" X 25" TABLES
  - 1 - 41" ROUND
- BOOTHS-
  - 2 - 45" UPHOLSTERED ½ BOOTH
  - 2 - 45" UPHOLSTERED 2-SIDED BOOTH
- 17 UPHOLSTERED BARSTOOLS
- 26 ICE CREAM CHAIRS
- 40" ROLL TOP DESK
- ATM MACHINE
- BATTERY BACK UP FOR ATM MACHINE
- 9 CAMERA SECURITY SYSTEM AND RECORDER
- MODEM
- 60" THREE COMPARTMENT SINK WITH SPEED RAIL
- 62" ONE COMPARTMENT SINK WITH SPEED RAIL
- 24" ICE BIN
- 3 COIN OPERATED POOL TABLES
- 1 COIN OPERATED FOOSBALL TABLE
- 64" SLIDE TOP BEER COOLER
- 50" SLIDE TOP BEER COOLER
- 50" 2 DOOR DISPLAY REFRIGERATOR
- 69" SUPERIOR COOLER
- 54" TWO DOOR BEVERAGE AIR REFRIGERATOR
- 30" ICE-O-MATIC ICE MACHINE
- 37" CHEST FREEZER
- ICE BAGGER

- 2 CASIO CASH REGISTERS
- BUN COFFEE MAKER
- HAMILTON BEACH BLENDER
- HAMILTON BEACH MICROWAVE
- STEALTH SAFE
- DOLLY
- MOP AND BUCKET

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**SCHEDULE 1.2**  
**Excluded Assets**

1. All cash and accounts receivable of Seller as of the Closing.
2. Bar and extensions\*
3. Back bar and shelving\*
4. Shelf with stained glass\*
5. Antique air compressor for draft beer (non-functioning)\*
6. Halls Safe\*
7. Dolphin double drawer antique register
8. FF&E not identified on Schedule 1.1
9. Jukebox & speakers, claw game, and dart game (owned by third-party with revenue split – no written agreement)

\*Items 2-6 will remain at the Premises after the Closing for Seller's use as part of the Lease.

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**SCHEDULE 5.8**  
**LIST OF FINANCIAL RECORDS PROVIDED**

1. Paul & Jerry's Saloon LLC Profit & Loss Statements: 2022, 2023 and 2024 (through 11/30/2024) provided via email on December 16, 2024 with comments contained in such email; and
2. Paul & Jerry's Saloon LLC Tax Returns for the years 2019, 2020, 2021, 2022 and 2023 provided via email on January 21, 2025.

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*[END of SCHEDULES – EXHIBITS FOLLOW]*



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

## DLLC USE ONLY

Fee:

Job #: 343768

Date Accepted: 4-3-25

CSR: AP

Fp Current until  
11-1-26

## Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

### SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT☐ CONTROLLING PERSON☐ MANAGER

- Name: Nations Amy S.  
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: Arizona  
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 08 / 24 / 1969
- Email address: [REDACTED]
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

### SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: 06130062
- Business Name (doing business as): Paul & Jerry's Saloon
- Business Address: 206 Main Street Jerome, AZ 86331

25 APR 3 4 08 23 AZDILL

### SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Kristi Kellogg

### SECTION 4 – BACKGROUND

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

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

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

Signature: 

Date: 04/02/2025



## ALIEN STATUS

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

**Type or Print with Black Ink**

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

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

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

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

### SECTION I – APPLICANT INFORMATION

**APPLICANT NAME (Print or type)** Amy S. Nations

### 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 Morenci State Arizona COUNTRY United States

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

2) Name of document: Arizona Driver's License

If you answered **No**, you must complete Sections III.



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

### SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

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

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §**

Amy S. Nations  
Print Name

*Amy Nations*  
Signature

10/28/2024  
Date

25 APR 3 01 04 AZULC

**ARIZONA**  
Driver License

Number: [REDACTED]  
Expires: [REDACTED]  
Date of Birth: [REDACTED]  
Issued: [REDACTED]

**AMY SUZANNE NATIONS**

[REDACTED]

Class D Sex [REDACTED]  
Eyes HAZ Height [REDACTED]  
Hair BR Weight [REDACTED]


*Amy S. Nations*



You Must Report a Change of Address Within 10 Days

[REDACTED]

Number: [REDACTED]  
Expires: [REDACTED]  
Issued: [REDACTED]



Class D Operator  
Endorsements NONE  
Restrictions NONE





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

25 APR 3 AM 8:23 AZDILLC

DLLC USE ONLY

Fee:

Job #:

Date Accepted:

CSR:

## Personal Information Questionnaire

fp pending  
605-611

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: LYELL KASHA MARIE  
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: [REDACTED]  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 06/01/2017
6. Email address: [REDACTED]
7. Home Address: [REDACTED]
8. Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

### SECTION 2 - LICENSED BUSINESS INFORMATION

1. Liquor License #: 06130062
2. Business Name (doing business as): PAUL AND JERRY'S SALOON
3. Business Address: 206 MAIN ST, JEROME, AZ 86331

### SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: KRISTI KELLOGG

### SECTION 4 – BACKGROUND

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

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

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

Signature: [Signature]

Date: 6/3/25



## FINGERPRINT VERIFICATION FORM

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

### DLLC USE ONLY

|                |        |
|----------------|--------|
| Job #:         | 343768 |
| Date Accepted: | 4-3-25 |
| CSR:           | AP     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |   |
|--|---|
| Date<br>1/29/2025  | Name of Applicant:<br>KASHA MARIE LYELL |
| Name of Fingerprint Technician:<br>Angela Straughan  |   |
| Fingerprint technician's Signature:<br>  |   |
| Fingerprint technician's Agency/company Name:<br><b>FINGERPRINT PHOENIX</b>  | Phone Number:<br>602-493-5542           |
| Type of Photo ID Provided (check one):   |   |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |   |



Fee:

Job #: 343708

Date Accepted: 4-3-25

CSR: AP

fp pending  
005-6011

## Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: Kellogg Kristi A  
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 8/1/1981
6. Email address: [REDACTED]
7. Home Address: [REDACTED]
8. Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

### SECTION 2 - LICENSED BUSINESS INFORMATION

1. Liquor License #: 06130062
2. Business Name (doing business as): Paul & Jerry's Saloon
3. Business Address: 206 Main St, Jerome, AZ 86331

## SECTION 2 - DAY TO DAY OPERATION OF BUSINESS

25 APR 3 AM 8:24 AZD LLC

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

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

Name of persons who will be handling the day to day operations: Kristi Kellogg

## SECTION 4 - BACKGROUND

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

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

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

Signature: [Signature]

Date: 01-31-2025





## FINGERPRINT VERIFICATION FORM

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

### DLLC USE ONLY

|                |        |
|----------------|--------|
| Job #:         | 343768 |
| Date Accepted: | 4-3-25 |
| CSR:           | AP     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |  |
|--|--|
| Date<br>4/29/2025  | Name of Applicant:<br>KEISTI ANN Kellogg |
| Name of Fingerprint Technician:<br>Angela Straughan  |  |
| Fingerprint technician's Signature:<br>  |  |
| Fingerprint technician's Agency/company Name:<br><b>FINGERPRINT PHOENIX</b>  | Phone Number:<br>602-493-5542            |
| Type of Photo ID Provided (check one):   |  |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |  |

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

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

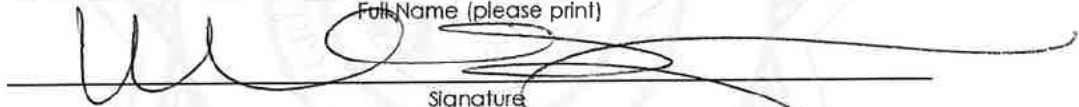
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing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

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

Student Information

**Kristi Kellogg**

Full Name (please print)



Signature

**02/06/2025**

Training Completion Date

**02/06/2028**

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**360training.com Inc.**

Company Name

**6504 Bridge Point Parkway, Suite 100, Austin, TX 78730**

Mailing Address

**(8 ) 8 - 35 480 928-201-3458**

Daytime Contact Phone Number

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

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



Instructor Signature

**02/06/2025**

Day    Mo    Year

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

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

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

Bar (series 6)  
Private Club (series 14)

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

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

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