

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: January 13, 2015	Time Needed: 5 Minutes										
Requesting Department: Board of Supervisors	Presenter(s) Name: Sheila Malone										
Motion before the Board: Consideration and Possible approval of a liquor license transfer under license #06090035 for Silver Creek Golf Club located at 2051 Silver Lake Blvd, White Mountain Lakes, AZ.											
Recommendation: (who, what, where, when, how, etc.) Approval											
<p>Background: (why should it be done, what will happen if not approved, etc. include resolution)</p> <p>Staff would like to recommend approval. The Sheriff, Treasurer, Health and Planning and Zoning have all returned with approvals for the license.</p>											
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) None											
Reviewed and approved by:	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">County Manager</td> <td style="text-align: center;">County Attorney</td> <td style="text-align: center;">Human Resources</td> <td style="text-align: center;">Finance</td> <td style="text-align: center;">IT</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	County Manager	County Attorney	Human Resources	Finance	IT	<input type="checkbox"/>				
County Manager	County Attorney	Human Resources	Finance	IT							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
<p>Board Action Taken</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Approved</td> <td style="text-align: center;">Denied</td> <td style="text-align: center;">No Action</td> <td style="text-align: center;">Continued</td> <td style="text-align: center;">Continued to:</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">_____</td> </tr> </table>		Approved	Denied	No Action	Continued	Continued to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approved	Denied	No Action	Continued	Continued to:							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____							
<p>Approved with changes as follows: _____</p>											
Clerk's Notes											
Date:	Initial:										

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**

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

14 NOV 3 11:47 AM '08

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 06090035

1. Type of License(s): Bar 6

2. Total fees attached: \$ 266.00 Department Use Only

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Knoell Mark Edward Ms. _____
 (Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Golf Community Management, LLC
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Silver Creek Golf Club
 (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 2051 Silver Lake Blvd. White Mountain Lakes Navajo 85912
 (Do not use PO Box Number) City County Zip
5. Business Phone: 928-537-2744 Daytime Phone: 480-228-1450 Email: markknoell@gmail.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 2051 Silver Lake Blvd White Mountain Lakes Show Low AZ 85901
 City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type BAR \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY				
Fees:	<u>100.00</u> Application	<u>100.00</u> Interim Permit	<u>66.00</u> Site Inspection	<u>266.00</u> Finger Prints
				\$ <u>266.00</u>
TOTAL OF ALL FEES				
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by: <u>JB</u>	Date: <u>11-03-14</u>	Lic. # <u>06090035</u>		

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location: 06090035
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

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

I, Michael Merle Burr, declare that I am the CURRENT OWNER (AGENT) CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

x Michael Merle Burr
(Signature)

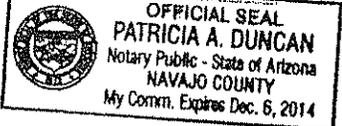
State of ARIZONA County of Navajo

The foregoing instrument was acknowledged before me this

18 day of August, 2014
Day Month Year

Patricia A. Duncan
(Signature of NOTARY PUBLIC)

My commission expires on: _____



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SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	Knell	Mark	E	30	3676 W Terrace Ct	Show Low Az 85901
<input type="checkbox"/>	Harvey	Lloyd		40	860 N. 36th Dr	Show Low Az 85901
<input type="checkbox"/>	Thai	Thin		30	P.O. Box 480	Show Low Az 85902
<input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06090035

Issue Date: 8/25/2000

Expiration Date: 5/31/2015

Issued To:

MICHAEL MERLE BURR, Agent
SILVER CREEK GOLF CLUB LLC, Owner

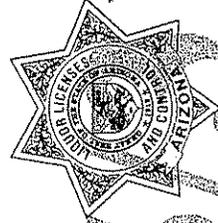
Bar

Mailing Address:

MICHAEL MERLE BURR
SILVER CREEK GOLF CLUB LLC
SILVER CREEK GOLF CLUB
2051 SILVER LAKE BLVD
C/O WHITE MOUNTAIN LAKE
SHOW LOW, AZ 85901

Location:

SILVER CREEK GOLF CLUB
2051 SILVER LAKE BLVD
WHITE MOUNTAIN LAKES, AZ 85912



EXP 5/31/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
 L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: Golf Community Management LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/22/2010 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L16289341 Date authorized to do business in AZ: 9/27/2010
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Harvey	Lloyd		Mgr Member	860 N. 36th Dr. Show Low Az. 85901	
Thai	Thin		Member	P.O. Box 1480 Show Low Az. 85902	
Knoell	Mark	E	Member	3676 W. Torreon Ct. Show Low Az. 85901	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Harvey	Lloyd		40	860 N. 36th Dr. Show Low Az. 85901	
Thai	Thin		30	P.O. Box 1480 Show Low Az. 85902	
Knoell	Mark	E	30	3676 W. Torreon Ct. Show Low Az. 85901	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 NEW

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: BURR MICHAEL MERLE Entity: AGENT
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: SILVER CREEK GOLF CLUB LLC
(Exactly as it appears on license)
3. Current Business Name: SILVER CREEK GOLF CLUB
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 2051 SILVER LAKE BLVD
City, State, Zip WHITE MOUNTAIN LAKES, AZ 85912
5. License Type: BAR License Number: 06090035
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street 2051 SILVER LAKE BLVD
(Other than business) City, State, Zip WHITE MOUNTAIN LAKE SHOW LOW, AZ 85901

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8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, MICHAEL MERLE BURR, hereby authorize the department to process this application to transfer the

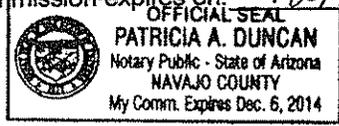
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

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

Michael Merle Burr
(Signature of CURRENT LICENSEE)

State of Arizona County of Navajo
The foregoing instrument was acknowledged before me this
17 Day September Month 2014 Year

My commission expires on: 12/6/2014



Patricia A. Duncan
(Signature of NOTARY PUBLIC)

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

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

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

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

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

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

1. Distance to nearest school: 14 mile ft. Name of school Taylor Intermediate School
Address 207 North 500 Taylor Az. 85937
City, State, Zip _____

2. Distance to nearest church: 14 mile ft. Name of church Church of Jesus Christ Latter day Saints
Address 700 E. Lovelake Rd. Taylo rAz. 85939
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 638542.07

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
BDLM, LLC			\$638,542.07	1949 Bent Pl. Show Low Az. 85901		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Bar, Golf Course & Restaurant

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**AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

LLC ~~AK~~ ~~AK~~ ~~AK~~ ~~AK~~

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is entered into as of this 3rd day of July, 2014 by and between Silver Creek Golf Club, an Arizona corporation ("Seller"), and Golf Community Management, LLC., a Arizona limited liability company ("Purchaser").

1. DESCRIPTION OF THE PROPERTY. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, in present physical condition, unless otherwise specified herein, for the Purchase Price (as that term is defined below) and on the terms and conditions set forth herein, all of Seller's right, title and interest in and to the following:

- (a) All of the land (the "Real Estate") situated in Navajo County, Arizona,
- (b) All structures, buildings, improvements and fixtures, including without limitation all equipment and appliances used in connection with the Golf Course operation or occupancy of the buildings located thereon, such as heating and air-conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, trash disposal or other services owned by Seller.
- (c) All intangible property owned by Seller and used in connection with the Real Estate, Improvements and Personal Property, including all non-exclusive trademarks and trade names, if any, used in connection with any part of the Real Estate and Improvements, all hereditaments, privileges, tenements and appurtenances belonging to the Real Estate, all right, title and interest of Seller in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the Real Estate, all licenses, permits and warranties with respect to the Real Estate, Improvements and Personal Property, all entitlements relating to development with respect to the Real Estate, and all written contracts in effect at Closing in any way relating to the Property.

The Real Estate, Improvements, Personal Property, Leases and Intangible Property.

- A. Subject Property: Know as Silver Creek Golf Club, 2051 Silver Lake Blvd. Show Low, AZ 85901. Navajo County Parcels #304-58-133 & 304-92-005. All Building erected thereon, including: Club House, Maintenance Workshop, Equipment Storage, Well House/Chemical Storage and Weather Shacks. Water Rights as consistent with a ground water well registered with the AZ Dept. of Water Resources, Registration N. 55-506022, Dated: Oct. 1, 1984, and a surface water right certified by the AZ Dept of Water Resources, Certificate No. 96155, Dated: Sept. 16, 1992.
- B. The Purchase price is: One Million One Hundred Thousand Dollars. (\$1,100,000.00) Plus Closing Costs. Includes: Real Property and all personal property, All inland marine equipment, all on-site commodities used in daily operations, all restaurant equipment and Clubhouse furnishings, All Inventories

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used for daily operations, All inventory items on display or displayed for sale, All liquor and food items, All office equipment and supplies, All licenses and permits including liquor license No. 06090035 and Navajo County Public Health Permit No. EH-10 10092 and EH-2 9905 and additional Properties as stated herein. Buyer to assume current note held by BDLM, LLC by close of escrow BDLM will be 4 individual note holders in first position. The current four (4) partners to receive monthly interest only payments beginning Thirty (30) days after the close of Escrow at 5% per annum interest. Interest only payments shall continue for up to Sixty (60) months. The remaining balance is due or renegotiated as agreed by the Parties. The Purchaser shall pay Four hundred and Fifty Thousand (\$450,000.00) at Closing (Minus Escrow funds) at time of Closing. A balance of Six Hundred & Fifty Thousand Dollars (\$650,000.00) shall be paid to BDLM, LLC (Seller) under the terms above.

663,542.07 *Rick Mac*

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COE
MK

- C. The Buyer Shall receive a Credit of Twenty Five Thousand Dollars (\$25,000.00). ~~This amount shall be deducted from the Note payable Silver Creek Golf Club/BDLM, LLC Sixty Months after the Closing date.~~
- D. Personal Property Items Owned by Rick MacDonald and Mike Burr (Such as Miscellaneous tools, Fork lift and Elk Shoulder Mount) shall be omitted from this contract.
- E. Lease Assumption: Buyer to assume current Yamaha lease on Sixty Six (66) Golf Cars. Other arrangements shall be discussed should Yamaha not elect to transfer the current lease.
- F. Buyer shall honor current "Existing Owners" golf privileges. The Existing Owners (Not including Family) shall be excluded from paying green fees or cart fees when buyer deems the course to be "Available".
- G. Seller, during the escrow period, shall not sell new Memberships. Green Cards, Range Passes or any other items that create future liabilities for the Buyer.
- H. Seller shall maintain inventory at reasonable levels through the escrow period.
- I. Seller shall "keep Current" all Accounts payable and liabilities until the Close of Escrow.
- J. Seller shall transfer ownership and liability of Liquor License on or before Close of Escrow
- K. Bank Account(s) and Petty Cash owned by Silver Creek Golf Club, LLC shall be retained by the Seller.

INC
WIVES
BA
MK
LA

2. ESCROW; REAL ESTATE REPORTING PERSON.

(a) Upon execution of this Agreement, Purchaser and Seller each shall deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy

executed by both Purchaser and Seller) with Pioneer Title Agency, Inc. ("Title Company"), c/o Kellie Linn, Escrow Officer, Telephone: 928-537-4222, FAX: 866-433-8882 at its offices located at 240 S. White Mountain Road, Show Low, Arizona 85901.

3. PURCHASE PRICE; EARNEST MONEY. The purchase price for the Property shall be One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00). The Purchase Price shall be payable as follows:

(a) Upon the execution of this Agreement by Purchaser and Seller, Purchaser shall deposit in Escrow with Title Company an earnest money deposit in cash or other immediately available funds at Show Low, Arizona equal to Ten Thousand and 00/100 Dollars (\$10,000.00), which, with any interest earned thereon, is referred to herein as the "Earnest Money."

(b) Unless this Agreement is terminated by Purchaser prior to expiration of the Due Diligence Period. The Earnest Money shall be applied to the Purchase Price at the Closing.

4. CLOSING; CLOSING DELIVERIES; POSSESSION.

(a) This transaction shall be closed in accordance with this Agreement. The Purchase Price shall be paid as indicated in Section 3 above and all documents necessary for the consummation of this transaction shall be delivered through Escrow on or prior to the Closing Date. Provided that all conditions of this Agreement have been satisfied, Title Company shall disburse the proceeds of sale on the Closing Date to or for the benefit of Seller.

(b) On the Closing Date (as defined below), Purchaser shall deliver or cause to be delivered into Escrow, the balance of the Purchase Price. ~~Seller shall pay Title Company Fees.~~ CLOSING COSTS TO BE PAID BY BUYER SELLER AS PER CUSTOMARY. *m/k*

(c) At least one (1) business day prior to the Closing, Purchaser shall deliver or cause to be delivered into Escrow the following:

(1) The Assignment and Assumption of Leases and Contracts executed by Purchaser;

(2) Documents that are reasonably required from Purchaser by Title Insurance Company to issue the Title Policy; and

(3) Any other documents, instruments or agreements reasonably necessary to be provided by Purchaser to effectuate the transaction contemplated by this Agreement.

(f) Possession of the Property shall be delivered to the Purchaser at the Closing.

5. DUE DILIGENCE. In addition to all other conditions to the completion of the transaction described in this Agreement, Seller and Purchaser agree that the closing of this sale

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and purchase is subject to the sole satisfaction, approval or waiver by Purchaser of the following conditions:

(a) Inspection and approval of the physical condition and use of the Property, including without limitation, the availability of access, utility services, zoning, environmental risks, engineering and soil conditions. For the purpose of conducting physical inspections, upon reasonable advance notice from Purchaser, Seller agrees to provide Purchaser and its authorized employees, contractors and agents ("Purchaser Parties") reasonable access to the Property during reasonable business hours to inspect portions of the Property not readily accessible to the general public, including without limitation, the mechanical systems which are part of the Property. The right of access granted hereunder shall not unreasonably disrupt or disturb the ongoing operation of the Property. Inspection and approval of the following to the extent within the possession or control of, or reasonably available to, Seller ("Seller's Disclosure Documentation"): operating statements reflecting the operations of the Property for 2010 – 2014 and year-to-date 2014, any capital expense budgets, the Leases, building plans and specifications, structural diagrams, working and "as-built" drawings, utilities drawings, copies of all warranties covering the component parts on the Property, copies of all licenses and permits with respect to the Property, the Survey, the Environmental Report, soils reports, reports relating to the condition of the Improvements, the tax bill issued for the most recent year for real estate taxes. In the event any of the conditions set forth in this Section are not satisfied, or are waived by Purchaser in writing within the Due Diligence Period or Purchaser is not satisfied with the Property for any reason or no reason on or before the expiration of the Due Diligence Period, Purchaser shall notify Seller and Title Company in writing terminating this Agreement ("Purchaser's Termination Notice") prior to the end of the Due Diligence Period. Upon receipt of Purchaser's Termination Notice, the Earnest Money shall be returned to Purchaser by Title Company, neither party shall have any further rights or obligations under this Agreement (except as may be expressly provided otherwise in this Agreement), and neither Seller nor Purchaser shall be subject to any claim by the other for damages of any kind except for the breach of the indemnity, hold harmless and other agreements provided in this Agreement. If no Purchaser's Termination Notice has been served upon Seller and Title Company within the time provided in this Section 5, all conditions of this Section 5 shall be deemed to have been satisfied or waived, and Purchaser shall be obligated to proceed to Closing in accordance with the other provisions of this Agreement.

(b) The Due Diligence Period shall expire on the date which is twenty-one (21) business days after delivery of the Seller's disclosure documentation to Purchaser

6. EVIDENCE OF TITLE. As evidence of Seller's title, Seller shall deliver to Purchaser:

(a) Title Commitment. Within ten (10) days after the Opening of Escrow, Title Company shall deliver a preliminary title report, together with legible copies of items such as exceptions to title, for an extended coverage owner's title insurance policy issued by First American Title Insurance Company ("Title Insurance Company") and showing the condition of title to the Property. If the Commitment discloses exceptions which are objectionable to Purchaser, Purchaser, within five (5) days following the date on which Purchaser has received both the Commitment and the Survey shall deliver to Seller written notice of Purchaser's

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objections, if any, to any exceptions shown on the Commitment ("Unpermitted Exceptions"). If any amendment (an "Amendment") to the Commitment is issued which discloses new exceptions, Purchaser, within five (5) days following the date on which Purchaser receives any such Amendment, shall deliver to Seller written notice of Purchaser's objections, if any, to any such exception (an additional "Unpermitted Exception"). If Purchaser fails to deliver such written notice to Seller within the applicable time period, Purchaser shall be deemed to have waived its right to object to such Unpermitted Exceptions, which shall thereafter be deemed "Permitted Exceptions." Purchaser and Seller hereby agree that (i) all non-delinquent property taxes and assessments, (ii) the rights of the Tenants under the Leases as tenants only without purchase options, and (iii) all matters created by, on behalf of or through Purchaser, including without limitation any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser, shall constitute Permitted Exceptions.

(b) Survey. Within five (5) days after the Opening of Escrow, Seller will use commercially reasonable efforts to deliver to Purchaser a copy of the most recent A.L.T.A. survey of the Property, (the "Survey").

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as of the date hereof, and such representations and warranties shall be deemed remade by Seller to Purchaser as of the Closing Date:

(a) Seller is an Arizona Limited Liability Corporation duly formed, validly existing and in good standing under the laws of the State of Arizona. Seller is in good standing under the laws of and authorized to do business in the State of Arizona. Seller has the full power and authority to enter into this Agreement and to carry out the transaction contemplated hereby to be carried out by it.

(b) This Agreement is, and all other documents executed by Seller pursuant hereto will be, duly authorized, executed and delivered by Seller and will be the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, and this Agreement and such documents do not and will not violate any provisions of any agreement, order or judgment to which Seller is a party or to which it is subject. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so.

(c) To Seller's actual knowledge, there are no attachments, levies, executions, assignments for the benefit of creditors, receivership or conservatorship pending or threatened in any current judicial or administrative proceedings against Seller.

(d) Except for new facts occurring after the Opening of Escrow that are disclosed by Seller to Purchaser in writing prior to the end of the Due Diligence Period, Seller has received no written notice from any city, county, state or other government authority (i) of any order or directive requiring any work of repair, maintenance or improvement to be performed on the Property that has not been corrected, (ii) relating to defects in the Improvements or relating to noncompliance with any applicable building code, restriction, license or permit that has not been corrected, (iii) relating to any threat of impending condemnation of the Property, or (iv) of any unpaid assessments for public improvements that

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have been made against the Property or of any presently planned public improvements which would result in the creation of a special assessment or similar lien upon the Property.

(f) Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights," utility service rights, parking covenants or entitlement, waste or waste water capacity or other development rights or restrictions relating to the Property.

(g) The Property is served by the following public utility services: gas, electric, water, storm sewer, and sanitary sewer in accordance with all applicable laws, ordinances, rules and regulations.

(h) To Seller's actual knowledge, the copies of any documents furnished to Purchaser in connection with this transaction are true and complete copies of the documents they purport to be.

8. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller that:

(a) Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Arizona. Purchaser has the full power and authority to enter into this Agreement and to carry out the transaction contemplated hereby to be carried out by it.

(b) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, and do not and will not violate any provisions of any agreement, order or judgment to which Purchaser is a party or to which Purchaser is subject.

(c) Purchaser shall have examined and investigated to Purchaser's full satisfaction the physical condition of the Property and Seller's Disclosure Documentation during the Due Diligence Period.

(d) Purchaser will have available for Closing sufficient funding resources to timely perform each and all of Purchaser's obligations under this Agreement.

9. SELLER'S COVENANTS.

(a) Maintain the Property in its present or better condition, ordinary wear and tear excepted.

(b) Maintain its current or comparable insurance covering the Property;

(c) Execute reasonable documents required by, and otherwise cooperate in good faith with, Title Insurance Company in order to issue the title insurance policy in accordance with the Commitment showing only the Permitted Exceptions;

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(d) Not transfer any of Seller's interest in the Property, nor voluntarily permit any encumbrance of the Property;

(e) Not attempt to change the zoning designation of the Property; and

(f) All unpaid real estate taxes and installments of general and special assessments, if any, applicable to the Property, which have accrued prior to the Closing Date, shall be paid in full by Seller prior to Closing and Purchaser shall pay all real estate taxes and installments of general and special assessments which accrue on and after the closing date.

(c) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the apportionment of such utilities and other operating expenses shall be upon the basis of an estimate by Seller of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment within forty-five (45) days after Closing. Seller and Purchaser shall cooperate to cause all utility suppliers furnishing electrical, gas, water or other utility services to the Property to read all utility meters on the Closing Date and to bill Seller separately for all such charges. Purchaser shall be responsible for making it's own arrangements with respect to future utility billings and deposits. In the event any such utility supplier refuses to read and bill any such utilities, then such utility charges shall be prorated at Closing upon the basis of the most recently issued bills therefore.

10. Notwithstanding the foregoing, each party shall pay its own attorneys' fees incurred in connection with the transaction contemplated in this Agreement.

11. RISK OF LOSS. Except as provided in any indemnity provisions of this Agreement and as otherwise provided in this Section 1, Seller shall bear all risk of loss with respect to the Property prior to the Closing and thereafter all risk of loss shall be Purchaser's.

(a) If prior to the Closing a "material portion" (as that term is defined below in Section 14(d)) of the Improvements, or any part thereof, are damaged or destroyed, Purchaser shall have the right, exercisable by giving notice to Seller within five (5) business days after receiving written notice of such damage or destruction (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser by Title Company, neither party shall have any further rights or obligations under this Agreement (except as may be expressly provided otherwise in this Agreement), and neither Seller nor Purchaser shall be subject to any claim by the other for damages of any kind except for the breach of the indemnity, hold harmless and other agreements provided in this Agreement, or (ii) to accept the Property in its then condition and proceed with the Closing without any abatement or reduction in the Purchase Price, in which event Purchaser shall be entitled to (A) an assignment of all of Seller's rights to any insurance proceeds payable by reason of such damage or destruction and (B) a credit against the Purchase Price in the amount of Seller's insurance

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deductible. If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such proceeds without Purchaser's prior written consent.

12. **BROKER.** Seller and Purchaser each represents and warrants to the other that no brokerage commission, finder's fee or other compensation is due or payable to anyone with respect to the transaction contemplated in this Agreement.

Seller: BDLM, LLC / Silver Creek Golf Club, LLC
2051 Silver Lake Blvd
Show Low, Arizona 85901
Telephone: 928-537-2744
Attn: Rick MacDonald & Board of Directors

Purchaser: Golf Community Management
860 N. 36th Drive
Show Low, Arizona 85901
Telephone: 928-537-4564; Fax: 602-229-5690
Attn: Lloyd Harvey & Board Of Directors

With Copy To: Pioneer Title Agency
240 S. White Mountain Blvd
Show Low, AZ 85901
Attn: Kellie Linn

13. **MISCELLANEOUS.**

(a) **Time of Essence.** Time is of the essence of this Agreement.

(b) **Governing Law.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Arizona.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) **Construction; Captions.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

(f) **Modifications; Waiver.** No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

(h) No Personal Liability of Officers or Directors. No member, partner, investor, employee, officer, director or representative of Seller or Purchaser shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated in this Agreement.

(i) No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Silver Creek Golf Club
An Arizona Limited Liability Corporation

By: Rick MacDonell
Name: RICK MACDONELL
Its: GEN. STATUTORY AGENT
Date: 7-3-2014
Mark Brossell

PURCHASER:

Golf Community Management, LLC.
An Arizona Limited Liability Corporation

By: [Signature]
Lloyd Harvey
Authorized Agent
Date: 7-3-14

*The Parties below hereby acknowledge they have read, understand and agree to the terms of this contract.

Accepted this 3 day of JULY, 2014 by:

Pioneer Title Agency

By: Kellie Linn
Kellie Linn
Escrow Officer

John John
Mark Brossell

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SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 06090035 (exactly as it appears on license) Name Michael Merle Burr

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

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

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

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

applicant's signature

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

applicants initials

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

1. Check ALL boxes that apply to your business:

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

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

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

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

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

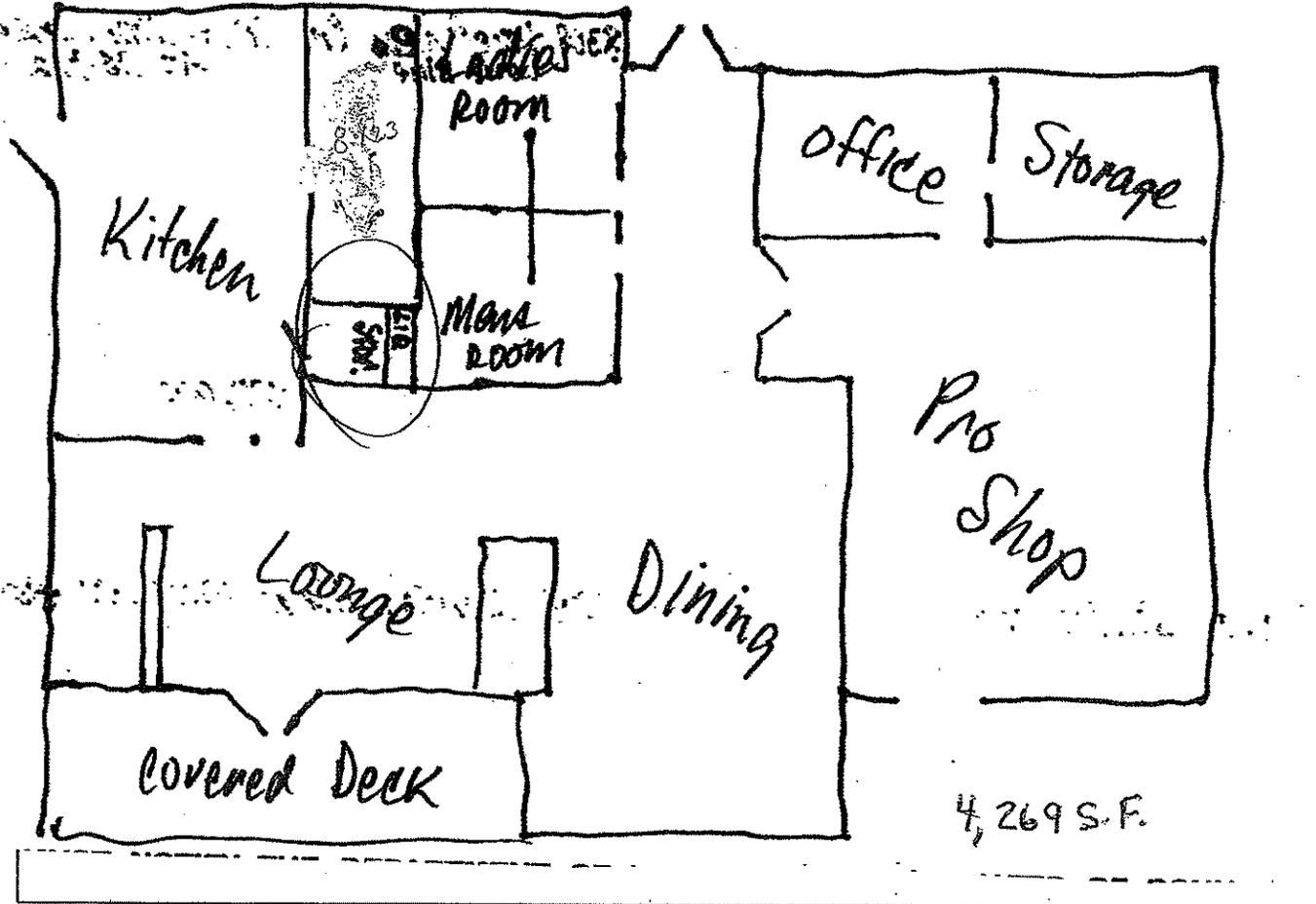
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

MK
applicants initials

SECTION 15 Diagram of Premises

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

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

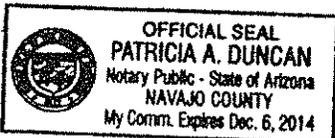


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SECTION 16 Signature Block

I, ^{ME} Mark Edward Knoll, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

x Mark E Knoll
(signature of applicant listed in Section 4, Question 1)



My commission expires on: 6 Dec. 2014
Day Month Year

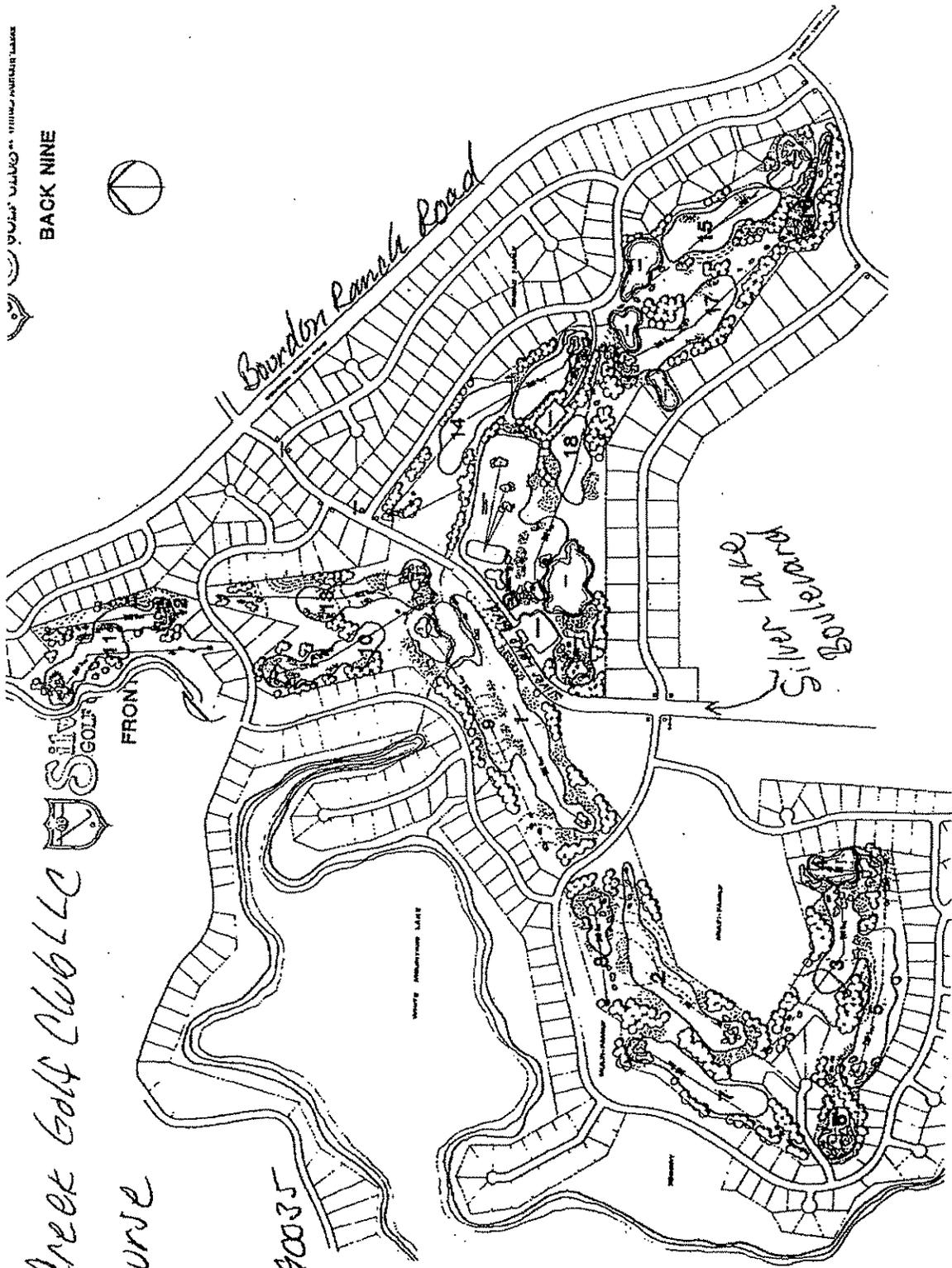
State of Arizona County of Navajo

The foregoing instrument was acknowledged before me this

12 of September, 2014
Day Month Year

Patricia A Duncan
signature of NOTARY PUBLIC

BACK NINE



Silver Creek Golf Club
Golf Course
Map.

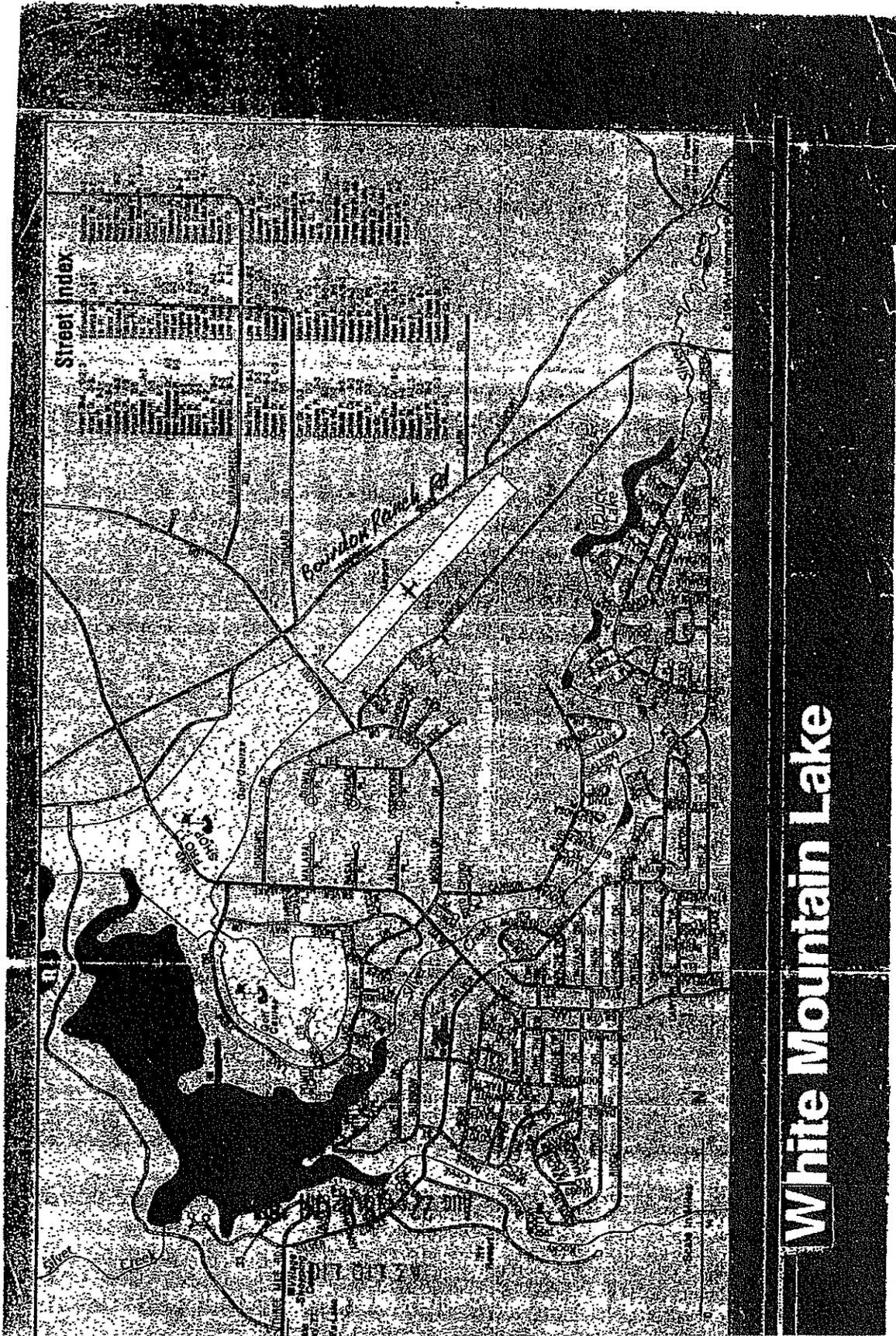
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AMENDMENT

Golf course to be additional Licensed Premises

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White Mountain Lake

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