



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

16 SEP 8 10:41 AM '16

**Application for Liquor License**  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1** This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)  
(Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
(Complete Sections 2, 3, 4, 9, 13, 14, 16)  
(Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

**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)
- Tribe (Complete Section 6)
- Other (Explain) \_\_\_\_\_

**SECTION 3** Type of license

1. Type of License: Beer AND WINE STORE 10 LICENSE # 10133308

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: Ricoberto Garcia Chauva Ryzelto  
First Middle
2. Owner Name: Ricoberto Garcia Chauva  
(Ownership name for type of ownership checked on section 2)
3. Business Name: GARCIA'S MARKET  
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 8147 E SPOUSE DR #ABC PRESCOTT VALLEY AZ 86314  
(Do not use PO Box) Street State Zip Code
5. Mailing Address: Same 8147 E SPOUSE DR PRESCOTT VALLEY AZ 86314  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928 2743242 Daytime Contact Phone: 928 2743242
7. Email Address: garcia5544@hotmail.com

8. Is the Business located within the incorporated limits of the above city or town?  Yes  No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  Yes  No  
 If yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$ \_\_\_\_\_

Fees:	<u>100</u>	<u>100</u>	<b>Department Use Only</b>	<u>22.13</u>	
	Application	Interim Permit	Site Inspection	Finger Prints	\$ <u>235-</u>
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					Total of All Fees
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Accepted by:	<u>AS</u>	Date:	<u>19/08/2016</u>	License #	<u>10133308</u>

**SECTION 5 Interim Permit**

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10133295

2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_

**Attach a copy of the license currently issued at this location to this application.**

I, \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.  
 (Print Full Name)

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
 (Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

My commission expires on: \_\_\_\_\_ Date \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

SEE ATTACHED

Signature of NOTARY PUBLIC

**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

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

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Chavira Garcia	Ricardo	Chavira	100	3619 EMISSION LN COTTONWOOD	AR	86214	

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #
Garcia							

**Partnership**

Name of Partnership: \_\_\_\_\_

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 6 - continued**

**TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

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

- Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7
- L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: \_\_\_\_\_

2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_

3. AZ Corporation or AZ L.L.C File No: \_\_\_\_\_ Date authorized to do Business in AZ: \_\_\_\_\_

4. Is Corp/L.L.C. Non Profit?  Yes  No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.



**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on license)

3. Business Name: \_\_\_\_\_  
(Exactly as it appears on license)

4. Business Location Address: \_\_\_\_\_  
Street City State Zip

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. Current Mailing Address: \_\_\_\_\_  
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified?  Yes  No

8. Does the applicant intend to operate the business while this application is pending?  Yes  No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) \_\_\_\_\_ hereby authorize the department to process this Application to transfer the 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, (Print Full Name) \_\_\_\_\_, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

**NOTARY**

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent) The foregoing Instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_ of \_\_\_\_\_  
Date Day Month Year

\_\_\_\_\_  
Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants.

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) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18

- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: 0.8 mile 4224' Name of School: Mountain view elemental school  
 (If less than one (1) mile note footage) Address: 8601 E Loos Dr prescott valley AZ 86314

2. Distance to nearest Church: 0.5 mile Name of Church: mountain valley church of god  
 (If less than one (1) mile note footage) Address: 8123 manley dr prescott valley AZ 86314  
2640'

**SECTION 14 Business Financials**

1. I am the:  Lessee     Sub-lessee     Owner     Purchaser     Management Company

2. If the premise is leased give lessors: Name: MARIO GARIBAY

Address: 2325 S FALLBROOK LOS BANOS CA 93365  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 4500<sup>00</sup>

4. What is the remaining length of the lease? Yrs. 15 YEARS Months 0

5. What is the penalty if the lease is not fulfilled? \$ NONE or Other: \_\_\_\_\_  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ NONE  
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?  
BEER AND WINE STORE

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year?  Yes  No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  Yes  No

10. Is the premises currently license with a liquor license?  Yes  No

If yes, give license number and licensee's name:

License #: 10133295 Individual Owner /Agent Name: Mildreth Lucia malgar  
(Exactly as it appears on license)

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 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 provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this  Restaurant  Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

Roberto Garcia  
 (Applicant's Signature)

5. 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.

R.G  
 (Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

- Entrances/Exits       Liquor storage areas      **Patio:**  Contiguous
- Walk-up windows       Drive-through windows       Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
 If yes, what is your estimated completion date? \_\_\_\_\_

Month/Day/Year

- 2. **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. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. 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.
- 5. **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 the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

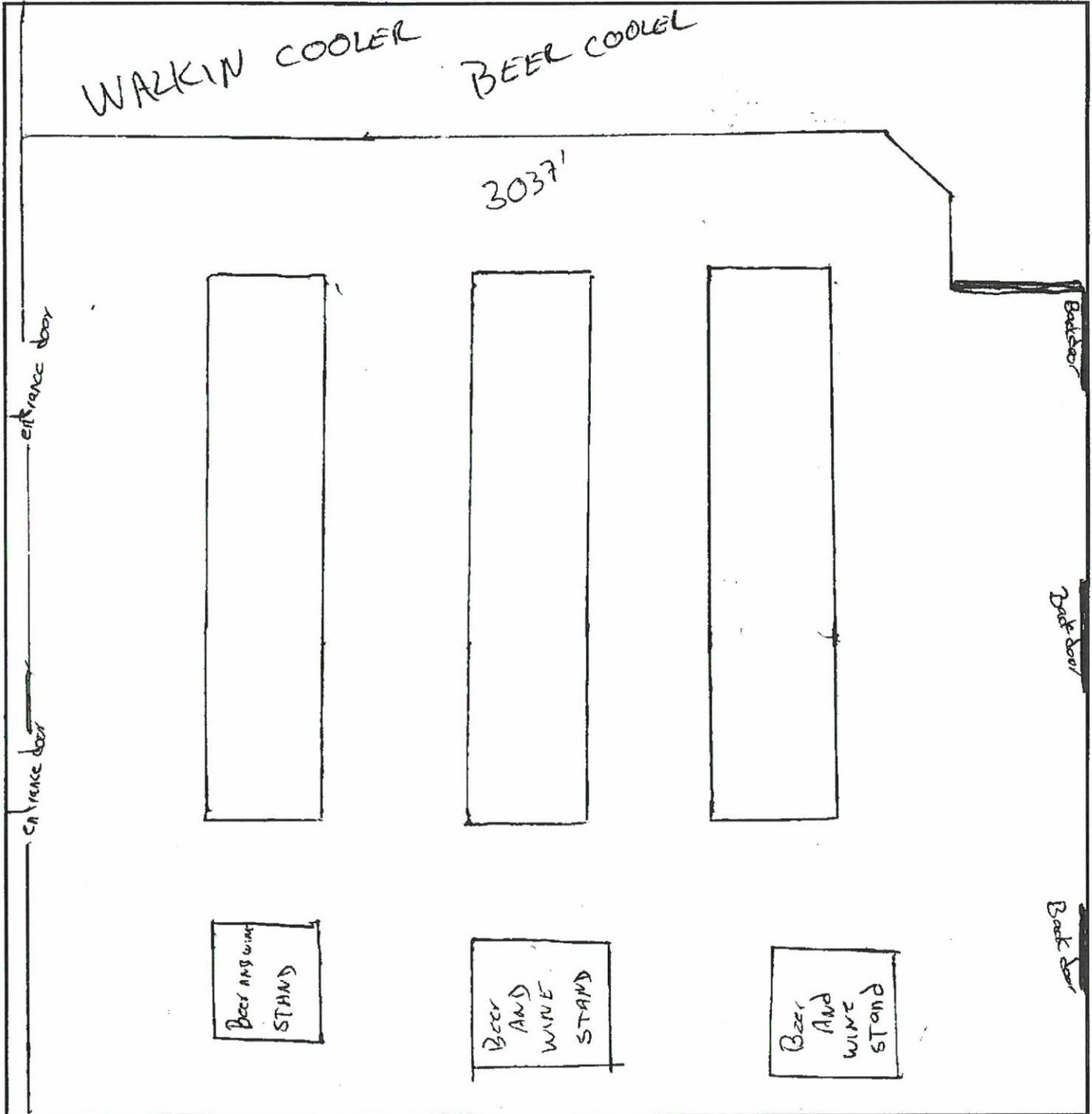
R.G  
 (Applicant's Initials)

**SECTION 16** Diagram of Premises - continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. 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 the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**



**SECTION 17 SIGNATURE BLOCK**

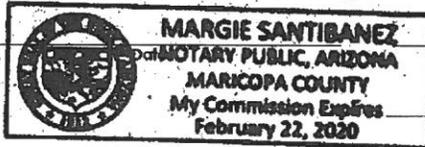
**NOTARY**

I, (Print Full Name) MIGUELITO CALIACHANZA hereby declare that I am the Owner/Agent filing this application as stated in section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X Miguelito Calianza  
(Signature of CURRENT Individual Owner/Agent)

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

My commission expires on:



08 of September, 2016  
Day Month Year

Margie Santibanez  
Signature of NOTARY PUBLIC

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



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

16 SEP 8 Lic. Lic. PM 3:23

A1076880.  
 804,352

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

**Attention applicant:** This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE FINGERPRINTS ON FBI APPROVED CARDS (BLUE LINED) ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT OF LIQUOR CHARGES A \$13 FEE. IN ADDITION TO OTHER FINGERPRINT FEES, A \$22.00 DPS BACKGROUND CHECK FEE WILL BE CHARGED FOR EACH FINGERPRINT CARD.

**The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks.**

Liquor License#: 10133308  
 (If the location is currently licensed)

1. Check the appropriate box →

<input checked="" type="checkbox"/> Controlling Person (complete questions 1-19)	<input checked="" type="checkbox"/> Agent (complete all questions except #14, 14a & 21, Controlling Person or Agent must complete #21)	<input type="checkbox"/> Manager
---	---	----------------------------------

2. Name: GARCIA CHAVIRA RIGOBERTO Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: AZ  
(NOT a public record)

4. Place of birth: Seballos Durango Mexico Height: 5'7" Weight: 180 Eyes: Brown Hair: Black  
City State COUNTRY (not county)

5. Marital status:  Single  Married  Divorced  Widowed

6. Name of current/most recent spouse: Romero Valeria Birth Date: \_\_\_\_\_  
(List all for past 5-years, use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 08-08-1994

If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona Drivers license or voters registration card.

8. Daytime telephone number to contact you during business hours for questions: 928 2743242

9. E-mail address: garcia5544@hotmail.com

10. Business Name: GARCIA'S MARKET Business Phone: 928 2743242

11. Business Location Address: 8147 E SPOUSE DR Prescott Valley AZ YAVAPAI 86314  
Street (do not use P O box#) #ABC City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07-01-2009	CURRENT	MANAGER	EUNOS LA MEXICANITA 4545 main st cottonwood AZ 86206
09-11-2011	07-01-2013	UNEMPLOYMENT	3619 E MISSION LN COTTONWOOD AZ 86326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (IF RENTED ATTACH ADDITIONAL SHEET WITH, NAME ADDRESS, AND PHONE NUMBER OF LANDLORD)	City	State	Zip
10-1-2010	CURRENT	Rent	3619 E MISSION LN ANTONIA DELGADO 928 2744912 LANDLORD	cottonwood	AZ	86326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

If you checked the Manager box on the front of this form skip to # 15.

14. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 8, and **answer #14a below**. If NO, skip to #15.  Yes  No

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide proof) **if the answer to # 14a is "NO" course must be completed before issuance of a new license.**  Yes  No

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, only include those that were alcohol and/or drug related.)  Yes  No

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints.  Yes  No

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years?  Yes  No

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  Yes  No

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  Yes  No

If you answered "YES" to any Question 15 through 19 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.  
**SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED**

20. I, (Print Full Name) Risoberto Garcia Chavira hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER Controlling Person / Agent / Manager filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Risoberto Garcia Chavira State of \_\_\_\_\_ County of \_\_\_\_\_  
Controlling Person / Agent the foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_ Day of \_\_\_\_\_ Month Year  
Signature of NOTARY PUBLIC

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

\_\_\_\_\_  
(Print Name)  
X (Signature) \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
Controlling Person / Agent the foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_ Day of \_\_\_\_\_ Month Year  
Signature of NOTARY PUBLIC

If you checked the Manager box on the front of this form skip to # 15.

14. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 10, and answer #14a below. If NO, skip to #15.  Yes  No

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide proof) If the answer to # 14a is "NO" course must be completed before issuance of a new license.  Yes  No

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, only include those that were alcohol and/or drug related.)  Yes  No

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints.  Yes  No

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years?  Yes  No

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  Yes  No

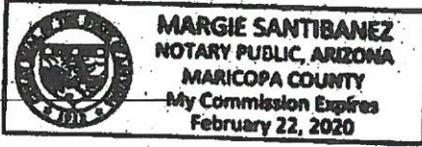
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  Yes  No

If you answered "YES" to any Question 15 through 19 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.  
**SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED**

20. I, (Print Full Name) RIGOBERTO GARCIA CHAUVA hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Rigoberto Garcia Chauva  
Controlling Person / Agent

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

My commission expires on: 

18 of September 2016  
Day Month Year  
Margie Andy-Santibanez  
Signature of NOTARY PUBLIC

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

\_\_\_\_\_  
(Print Name)

X (Signature) \_\_\_\_\_  
Controlling Person / Agent

State of \_\_\_\_\_ County of \_\_\_\_\_  
the foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of NOTARY PUBLIC



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

**ARIZONA STATEMENT OF CITIZENSHIP  
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

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

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

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

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type)

*Risoberto Garcia Chavira*

**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 \_\_\_\_\_ State (or equivalent) \_\_\_\_\_ Country or Territory \_\_\_\_\_

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

2) Name of document: \_\_\_\_\_  
 Go to Section IV.

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

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### SECTION III - ALIEN STATUS DECLARATION

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

Permanent resident card

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.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

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

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

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

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

#### Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.  
**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

**UNITED STATES OF AMERICA** **PERMANENT RESIDENT**

GARCIA CHAVIRA RESCUEE TO SEV

Surname: **GARCIA CHAVIRA**  
Given Name: **RIGOBERTO**  
USCIS# [REDACTED] Category: **IR6**  
Country of Birth: **Mexico**  
Date of Birth: [REDACTED] Sex: **M**  
Card Expires: **03/23/26**  
Resident Since: **03/23/18**







Prescott Valley AZ 09/09/16

to whom it may Concern:

**MARIO GRIFFIN** Owner of building on

8147 East Spouse dr. Prescott Valley AZ 86314  
Suites AB and C. I would like to state  
that the lease with Mildreth Lucia Melgar  
is Over, Im Corrently leasing my Property to  
Rigoberto Garcia Charira

Sincerely

*Mario Griffin*

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LEASE AGREEMENT

1.0 PARTIES. This Lease is entered into this 10<sup>th</sup> day of ~~April~~ <sup>OCTOBER</sup> 2016 between Rigoberto Garcia Chavira hereinafter called "TENANT" <sup>MC-16</sup> and Mario Garibay or agent, hereinafter called "LANDLORD".

2.0 LEASED PREMISES. Landlord leases to Tenant and Tenant hires from Landlord, on the terms and conditions in this Lease, those certain premises situated in The Town of Prescott Valley, County of Yavapai, State of Arizona, Located at 8147 E. Spouse Drive, consisting of approximately Four thousand (4,000) square feet hereinafter called the "LEASED PREMISES".

3.0 COVENANTS OF LANDLORD. Landlord covenants that they have the right to make this Lease for the term of the Lease. Landlord further covenants and warrants that as long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the premises and shall enjoy all of the rights herein granted without interference.

4.0 LEASE TERM. The term of this Lease shall be for a period of Five (5) years, commencing on the 10<sup>th</sup> day of April, 2016 and ending Five (5) years thereafter, unless terminated earlier as elsewhere herein provided. Lessee shall have the option to extend the lease for ~~three~~ <sup>two</sup> (2) additional periods of five (5) years.

5.0 RENT. As a minimum rent for the use of the Leased Premises, Tenant agrees to pay the Landlord a minimum monthly rental of Four thousand Five Hundred dollars (4500.00). Payable on the commencement of the term of this Lease, and on the first (1<sup>st</sup>) of day of each and every month thereafter during the term of this Lease, in the event that the first month of the lease term is a fractional month, for that fractional month, Tenant shall pay as minimum monthly rent due which the number of days in said fractional month bears to the total number of days in said month. Upon execution of this lease, the Tenant shall pay to the Landlord a sum equal to one full month's rent and for the first full month's rental hereunder together with the rent for any initial fractional month.

6.0 TRANSACTION AND LIKE TAXES. In addition to the minimum monthly rental to be paid by Tenant to Landlord pursuant to Paragraph 5.0, Tenant shall pay to Landlord as additional rent any and all use, rent, half of the property taxes and /or excise taxes measured or imposed by any applicable taxing authority on rentals or other sums paid by Tenant to landlord hereunder.

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7.0 LATE CHARGE. Landlord shall have the right to impose a late charge upon Tenant if the monthly rent payment has not been received by Landlord by the fifth (5<sup>th</sup>) day of each month during the lease term. Said late charge shall be the sum of 10% of the rental amount and \$50.00 per day through the end of the month.

8.0 INCREASE OF RENTAL For each subsequent year commencing on the first annual anniversary of this Lease, the monthly minimum rent payment set forth in paragraph 5.0 shall on each such annual anniversary be subject to adjustments upwards (but not downwards).

9.0 COMMON AREAS. Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the right to use the common areas of the leased premises, including, but not limited to, the parking lot, walkways and sidewalks, subject to such rules and regulations as Landlord may from time to time impose and Tenant agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by such rules and regulations. Landlord may at any time close any common area to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the premises for public utility purposes. Landlord may do such other acts in and to the common areas as in their judgment may be desirable. All parking areas and common areas which Tenant may be permitted to use are to be used under a revocable license, and if such license is revoked, or if the amount of such area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, constructive or actual eviction.

10.0 ACCEPTANCE OF POSSESSION. Tenant shall be entering upon and occupying the Leased Premises be deemed to have accepted the Leased Premises and Landlord shall not be liable for any latent or patent defect therein.

11.0 SURRENDER OF LEASED PREMISES. Upon the expiration of or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property and trade fixtures which Tenant has installed or placed on the Leased Premises (all of which are hereinafter referred to as "Tenant's property") from the Leased Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Premises in the same condition as on the date when the Leased Premises was ready for occupancy, including wear and tear. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Premises in

the manner aforesaid within fifteen (15) days after receipt of written direction to do so from the Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at tenant's expense, remove all of such property not so removed and repair all damage to the Leased Premises resulting from such removal, and Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Premises is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by tenant in so surrendering the Leased Premises including, without limitation, any claim made by any succeeding tenant founded on such delay.

**12.0 USE OF LEASED PREMISES.** The Leased Premises is leased to Tenant solely for the operation of a convenience market and may not be used for any other purpose. The Leased Premises specifically may not be used for the sale, transfer, possession or distribution or use of Designer Drugs or any product that is illegal or in violation of any local, City, County, State and /or Federal law, statute, regulation, ordinance or codes, including, but not limited to, the Federal Controlled Substances Act found at 21 U.S.C §§ 801 et seq. Should Landlord be notified that Tenant is in violation of this Paragraph 12, Landlord shall, in addition to any of the other remedies provide for in the Lease, be entitled to immediately terminate the Lease and retake possession of the Leased Premises without notice to Tenant after which Tenant shall no longer have any right to use, occupy or possess the Leased Premises.

**13.0 STANDARDS OF SERVICE AND EQUIPMENT.** Tenant agrees that the services rendered by it and its subtenants and including the equipment used in the rendering if such services shall at all times meet such quality assurance and licenser standards as the applicable to such services and equipment.

**14.0 ANIMALS.** Tenant and its subtenants shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Premises.

**15.0 STORAGE.** Tenant and its subtenants shall not use the Leased Premises for storage or warehouse purposes beyond such use as is reasonably required to keep adequately stocked in the ordinary course of business only applicable to the front commercial portion.

**16.0 COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant and its subtenants shall comply with any and all local, City, County, State and /or Federal law, statute, regulation, ordinance or codes, and laws governing the Leased Premises and /or Tenant's use, occupation and possession of the same including, but not limited to, the Federal Controlled Substances Act found at 21

U.S.C §§ 801 et seq. Should Landlord be notified that Tenant is in violation of this Paragraph 16, Landlord shall, in addition to any of the other remedies provide for in the Lease, be entitled to immediately terminate the Lease and retake possession of the Leased Premises without notice to Tenant after which Tenant shall no longer have any right to use, occupy or possess the Leased Premises.

17.0 **BUILDING REGULATIONS.** Tenant hereby covenants and agrees that it, its agents employees, servants, contractors, subtenants, licensees, shall abide by the Rules and Regulations, covenants, conditions, restrictions, and such additional rules and regulations hereafter adopted and amendments and modifications of any of the foregoing as Landlord may, from time to time, adopt for the safety, care and cleanliness of the Leased Premises and for the preservation of good order thereon.

18.0 **FIXTURES AND EQUIPMENT.** Tenant may install in and affix to the Leased Premises such fixtures and equipment as needed in the conduct of its business and all such fixtures and equipment shall be the property of Tenant and shall be removed by them upon the expiration or termination of the Lease as herein provided and upon removal, Tenant at tenant's sole cost shall repair any damage to Leased Premises caused by such removal. **All equipment owned by Landlord shall be maintained in good working order at all times. Such equipment shall be replaced if damaged or caused to become inoperable while in the care of the Tenant at Tenants expense.**

19.0 **SIGNS.** Tenant may affix a sign to the front of the Leased Premises and may place its sign in the designated position on the sign located on the building located at the driveway entrance. Any such signs shall be approved by Landlord in writing prior to the affixing of the same. Tenant shall secure any permits required by The Town of Prescott Valley for such sign prior to installation.

20.0 **INDEMNIFICATION.** Landlord shall not be liable for any damage or liability of any kind for any injury to persons or property during the term of this Lease from any cause whatsoever by reason of the use, occupation, and enjoyment of the Leased Premises by Tenant or any person thereon or holding under Tenant, and that Tenant will indemnify, save and hold harmless Landlord for all liability loss, costs ,charges, penalties, obligations, expenses, damages, claims and demands whatsoever in connection with or arising out of or by reason of the uses of the Leased Premises, and its facilities or any repairs or alterations made with or without the Landlords permission to the Leased Premises.

21.0 **MAINTENANCE AND REPAIR.** Tenant will maintain the Leased Premises in good repair and in compliance with local codes, and

in a condition at all times acceptable to the Landlord, including, but not limited to cleaning, Landscaping, painting, Parking lot maintenance, plumbing, carpentry, grounds care, electrical issues, and such other maintenance, repair, remodeling and refurbishing work as may be necessary to the electrical, plumbing and specifically the air conditioning unit subject to any limitations and approvals imposed by the Landlord in addition to those contained herein. The Tenant will also assist the Landlord in identifying any possible safety issues with the Leased Premises.

22.0 **INSURANCE TO BE MAINTAINED BY TENANT.** Tenant shall procure and maintain in full force and effect, during the entire term hereof, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for and shall list Landlord as co-beneficiary of said proceeds and/or as an additional named insured:

22.1 **COMPREHENSIVE PUBLIC LIABILITY.** Broad form comprehensive public liability insurance with limits of not less than \$1,000,000 insuring against any and all liability of Tenant with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$5,000 each accident.

23.0 **DEFAULT BY TENANT.** Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. The following events shall constitute a default and Landlord shall have all the rights and remedies provide in this Lease or Article, elsewhere herein or any law or statute dealing with Landlord's remedies.

23.1 **AUTHORIZATION OF TENANT.** Tenant hereby acknowledges and warrants, that Tenant prior to the execution of this Lease has complied with its corporate charter and Bylaws authorizing said execution and that the corporate officers executing same have been fully authorized to do so, as evidence by Certified Resolution attached hereto.

24.0 **MONETARY DEFAULT.** Tenant shall default in a payment of any.

sum of money required to be paid hereunder and such default continues for ten (10) days after written notice from Landlord to Tenant, except for the non-payment of rent for which no notice shall be required; or

25.0 NON-MONETARY DEFAULT. Tenant shall default in the performance of any other provision, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within thirty (30) days from the date of giving of such notice; or

26.0 ABANDONMENT. Tenant should vacate or abandon the Premises, coupled with non-payment of rent during the term of this Lease, or

27.0 BANKRUPTCY. There is filed any petition in bankruptcy, or the Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of any petition for or in reorganization, or should the Premises or any portion thereof be taken or seized under levy of execution or attachment against Tenant, Tenant must notify Landlord immediately if any of the aforementioned are anticipated.

28.0 REMEDIES OF LANDLORD. In the event of a default as designated elsewhere herein, in addition to any other rights or remedies provided for herein or available to Landlord at law or in equity, Landlord, at their sole option, shall have the following rights:

29.0 TERMINATE THE LEASE. The right to declare the term of this Lease ended and to re-enter the Leased Premises and take possession thereof, and to terminate all of the rights of the Tenant in and to the Leased Premises.

30.0 RIGHT OF RE-ENTRY. The right without declaring the term of this Lease ended, to re-enter the Leased Premises and to occupy the same, or any portion thereof, or to lease the whole or any portion thereof, for and on account of Tenant as hereinafter provided, applying any monies received first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Premises, including costs, expenses, attorney's fees, and expenditures placing the same in good order and condition, or preparing or altering the same for reletting and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with reletting the Leased Premises and then to the fulfillment of the covenants of Tenant.

Any such reletting as provided for herein may be for the remainder of the term of this lease or for longer or shorter period. Landlord may execute any lease made pursuant to the terms hereof in Landlord's own name or assume Tenant's interest in and to any existing subleases to any Tenant of the Leased Premises, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such subtenants or any license or concessionaire on the Leased Premises. In any case, and whether or not the Leased Premises or any part thereof be relet, Tenant until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Premises or any part thereof shall have been relet, shall be liable to Landlord and shall pay to Landlord an amount equal to the amount due as rent for the remainder of the term of this Lease, less the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to the provisions of this subparagraph, after deducting all of the Landlord's expenses in connection with such reletting, including, without limitation all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration costs, and expenses of preparation for such reletting.

**31.0 RIGHT TO TERMINATE AFTER RE-ENTRY.** The right, even though it may have relet all or any portion of the Leased Premises in accordance with the provisions of subparagraph 30.0 of this paragraph, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Premises.

**32.0 RIGHTS OF LANDLORD UPON RE-ENTRY.** Pursuant to said rights of re-entry, Landlord may remove all persons from the Leased Premises using such force as may be necessary therefor and may, but shall not be obligated to, enforce any rights Landlord may have against said property, or store the same in any public or private warehouse or elsewhere at the cost and for the account of Tenant or the owner or owners thereof. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal or storage of any such property, whether of Tenant or any third party whomsoever. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other sum of money thereafter to accrue hereunder, or Tenant's liability for damages under any of the provisions hereof, by any such re-entry or by any action in unlawful detainer or otherwise to obtain possession of the Leased Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants and agrees that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Arizona and the surrender of possession pursuant to such notice shall not (unless Landlord elected to the contrary at the time of, or any time subsequent to, the service of such notice thereof to Tenant) be deemed to be a termination of this Lease, or the termination of any liability of Tenant hereunder to Landlord.

**33.0 DEFAULT BY LANDLORD.** Should default be made by Landlord, and continue for thirty (30) days after written notice from Tenant specifying such default, in the performance of any covenant on the part of Landlord to be kept or performed, or should any warranty or

representation made by Landlord be untrue and remain untrue after thirty (30) days' written notice from Tenant specifying such untruth, then and only in such event Tenant or Tenant's agent or attorney may at Tenant's option terminate this Lease forthwith by written notice to Landlord and take such action or pursue such remedy as may be permitted under the law of the State of Arizona; provided, however, that no such termination shall be effected or action taken or remedy pursued until the expiration of such additional period, if any, as may be reasonably necessary to remedy the default or untruth if it is of such character as to require more than thirty (30) days to remedy.

34.0 SUBORDINATION. Tenant agrees upon Landlord's request to subordinate this Lease to any lien placed by Landlord upon the Leased Premises with an insurance company, bank, savings and loan association, or other lender, provided that such lien by its terms provides that if Tenant is not then in default under this Lease, this Lease shall not terminate as a result of the foreclosure of such lien.

35.0 TENANT'S RIGHT TO CURE DEFAULT BY LANDLORD. Tenant shall have the right but shall not be obligated to remedy any default on the part of the Landlord in the payment or payments due under any lien or encumbrance which is superior or prior to the right of the Tenant's estate hereunder and Tenant shall have the right to deduct the amount from the rent then becoming due.

36.0 SALE BY LANDLORD; ATTORNMENT. In the event of any sale or exchange of the Leased Premises by Landlord, Landlord shall and is hereby relieved of all liability under any and all of their covenants, obligations, contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Premises occurring after the consummation of such sale or exchange. Tenant agrees to attourn to such purchaser or grantee so long as such transferee shall execute an agreement to not disturb Tenant's quiet possession of the Premises upon transfer of ownership of the Building.

37.0 ENVIRONMENTAL MATTERS. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge;

A. (i) The Demised Premises, the building containing the Demised Premises (the "Building"), and parcel of real estate upon which the Building is situated (the "Real Estate") are not the subject of any liens, actions, or proceedings relating to Hazardous Substances (as hereinafter defined) or Environmental Laws (as hereinafter defined) and the Landlord is not a party to any such action or proceeding and the Landlord has received no notice of any such lien, action or proceeding that is pending or threatened. Landlord shall notify Tenant of any subsequent lien, action or proceeding which may hereinafter be pending or threatened.

(ii) To Landlord's knowledge,

(a) No Hazardous Substances are or have been located, stored, or disposed on or released or discharged from (including groundwater contamination) the Demised Premises, Building or Real Estate.

(b) The Demised Premises, Building, or Real Estate, and their use and operation currently comply with all federal, state, and local requirements relating to the protection of health and its all Environmental Laws, and all necessary permits have been obtained under Environmental Laws.

(c) There is no part or ongoing leakage or spillage of Hazardous Substances from gasoline tanks used or owned by other tenants which are located in the lower levels of the Building or any migration of Hazardous Substances onto neighboring property.

(iii) Landlord shall, at no cost or expense to the Tenant as Operating Expense or otherwise, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Building, including, without limitation, removal, containment, and remedial actions required by any Environmental Law affecting the Demised Premises, Real Estate, or Building, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages (direct, but not consequential), liens, losses and judgments arising out of the presence of Hazardous Substances or Landlord's failure to comply with Environmental Laws.

B. (i) For purposes of this Section the term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any regulated during the lease term or that would pose a health, safety or environmental hazard.

(ii) For purposes of this Section the term "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations and rules presently in force or hereafter enacted relating to environmental quality, contamination, and clean-up of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. S6091 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S6091 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, and state superlien and environmental clean-up statues and all rules and regulations presently or hereafter promulgated under said Statues as amended.

38.0 AMERICANS WITH DISABILITIES ACT. Notwithstanding anything to the contrary noted elsewhere in this Lease, the parties agree that the liabilities and obligations of Landlord and Tenant under that certain federal statute commonly known as the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) As well as the regulations and accessibility guidelines promulgated thereunder as each of the foregoing is supplemented or amended from time to time (collectively, the "ADA") shall be apportioned as follows:

A. Landlord represents and warrants to Tenant that the Demised Premises (except to the extent otherwise provided in subparagraph C of this section), the building within which the Demised Premises is located (the "Building") and the parcel of real estate on which the Building is situated (the "Real Estate"), including, but not limited to, exterior and interior horizontal and vertical routes of ingress and egress, off-street parking, entrances, doors, lobby

areas, toilet rooms and stalls, signage, life-safety systems and telephones, and all rules and regulations applicable to the Demised Premises, the Building or the Real Estate, now comply, or shall be promptly made to comply by Landlord, at Landlord's sole cost and expense, with the ADA. Landlord shall also cause its manager of the Building and the Real Estate (the "Manager") to comply with the ADA in its operation of the Building and the Real Estate. If, pursuant to the terms of this Lease, Landlord is responsible for constructing improvements for the Tenant to, for or within the Demised Premises, Landlord covenants and agrees to design and construct or to cause to be designed and constructed such improvements in compliance with the ADA. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be permitted to pass through to Tenant, as an operating expense or otherwise, any cost incurred by Landlord or the Manager in causing the Demised Premises, the Building, or the Real Estate to comply with the ADA, as aforesaid.

B. Furthermore, Landlord hereby agrees to indemnify and hold harmless Tenant and Tenant's officers, directors shareholders and employees (and, if requested by Tenant, to defend Tenant or such other indemnified party by employment of legal counsel acceptable to Tenant) from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and litigation costs), which are asserted against or incurred by Tenant or other indemnified party hereunder and which are based upon, arise out of, or related to (i) a breach of any of the Landlord's representations, warranties or covenants contained in subparagraph A immediately above or in subparagraph C immediately below, or (ii) the failure of the Demised Premises, the Building, or the Real Estate to comply with the ADA, except to the extent otherwise provided in subparagraph C immediately below.

C. From and after the commencement date of the Lease, and subject to performance by Landlord of its obligations under subparagraphs A and B immediately above, Tenant covenants and agrees to conduct its operations within the Demised Premises in compliance with ADA. In the event that Tenant elects to undertake any alterations to, for or within the Demised Premises, including initial build-out work if such work, pursuant to other terms of this Lease, is the responsibility of Tenant in compliance with the ADA. In the event that Tenant shall be required to make any alterations within the Demised Premises in order to make the Demised Premises comply with the ADA and such required alterations are not required because of Landlord's failure to perform its obligations under subparagraphs A and B immediately above, then, to the extent any other term of this Lease requires the Tenant to obtain the Landlord's consent to make such alterations, Landlord hereby agrees to provide such consent to Tenant.

39.0 RENEWAL OPTION. Tenant is hereby granted a renewal option. Such term shall commence at the end of the original term. The terms and conditions of the option period shall be the same as the terms of the base lease, excepting the minimum monthly rental as set forth in paragraph 5.0 shall be that as calculated pursuant to paragraph 8.0.

40.0 WRITTEN NOTICE TO RENEW. To exercise the option to renew

Tenant must give to Landlord not less than ninety (90) days written notice of its intention to do so and not be in default of any of the terms and conditions of this Agreement.

41.0 NON-WAIVER BY LANDLORD. The waiver by Landlord of any default or breach of any of the provisions, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or other provisions, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any provisions, covenant or rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. This paragraph may not be waived except by an express written statement to that effect signed by the party charged to have waived.

42.0 NON-WAIVER BY TENANT. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with the respect to any other then existing or subsequent breach.

43.0 TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and of each provision.

44.0 IMPOSSIBILITY OF PERFORMANCE. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

45.0 INUREMENT. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Landlord, the authorized encumbrancers, assignees, transferees, subtenants, licensees and other successors in interest of Tenant.

46.0 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

47.0 **SEVERABILITY**. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

48.0 **NO PRINCIPAL/AGENT RELATIONSHIP**. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venturer or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

49.0 **INTERPRETATION**. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Unless otherwise provided in this Lease, or unless the content otherwise requires, the following definitions and rules of construction shall apply to this Lease.

50.0 **INTERCHANGEABILITY**. In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural and the word "person" includes corporation, partnership, firm, or association wherever the context so requires.

51.0 **DEFINITIONS**. "Shall", "will", "agrees" are mandatory, "may" is permissive. Leased land, land, Leased Premises, demised Premises, Premises shall include the improvements to the land. Parties shall include the Landlord and Tenant named in this Lease. As used herein, the word "sublessee" shall mean and include in addition to a sublessee and subtenant, a licensee, concessionaire, or other occupant or user of any portion of the leased Premises or buildings or improvements thereon.

52.0 **PARAGRAPH HEADINGS**. Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

53.0 **TERM OF LEASE**. All references to the Term of this Lease or the Lease Term shall include any extensions of such Term.

54.0 **ATTORNEY'S FEES**. Should either party commence any legal action or proceedings against the other based on this Lease, the prevailing party shall be entitled to an award costs of suit and reasonable attorney's fees which shall be awarded by the court.

55.0 **DEFAULT INTEREST RATE**. Any sum, other than rent found in Article 5.0 above, accruing to Landlord or Tenant under the provisions of this Lease which shall not be paid when due shall bear interest at the rate of eighteen (18%) percent per annum from the date written notice specifying such nonpayment is served on the defaulting party, until paid.

56.0 MODIFICATION. This Lease is not subject to modification except in writing.

57.0 MANNER OF SERVICE. Notices, demands, or requests from one party to another shall be personally delivered or sent by private carrier or United States mail, certified or registered to the addresses stated in this Article or lease.

58.0 ADDRESS FOR NOTICE. All notices, demands, or requests shall be given to the parties at the addresses set forth below:

To Landlord: Mario Garibay or Agent  
2325 S FALLBROOK DR  
LOS BANOS, CA. 93635

To Tenant: Rigoberto Garcia Chavira  
8147 E. Spouse Dr.  
Prescott Valley, AZ 86314

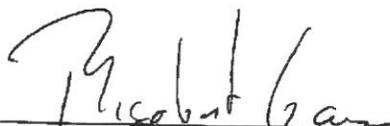
Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

59.0 RECORDING. This Lease shall not be recorded of public record.

60.0 COUNTERPARTS. This Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

61.0 DATE OF EXECUTION. This Lease has been executed by the parties on the day first above written.

TENANT:

  
Rigoberto Garcia Chavira

LANDLORD:

  
Mario Garibay or Agent

Date: 3-10-16

Date: 3-10-16

*Socorro Gonzalez*

Socorro Gonzalez, Agent

Date: 3-10-2018