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

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:

- 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 #: 12133470

- 1. Type of License: Restaurant
2. Total fees attached: \$ 208.00

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. Calia Nicholas Gene
2. Corp./Partnership/L.L.C.: Calia's Investments, LLC
3. Business Name: BackBurner Family Restaurant
4. Principal Street Location: 8400 E. Long Mesa Dr Prescott Valley Yavapai 86314
5. Business Phone: (928) 772-9298 Daytime Contact: Nicholas G. Calia
6. Is the business located within the incorporated limits of the above city or town? YES
7. Mailing Address: 8400 E. Long Mesa Dr. Prescott Valley AZ 86314
8. Enter the amount paid for a bar, beer and wine, or liquor store license\$ (Price of License only)

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit 100.00 Agent Change Club Finger Prints \$ 48.00
TOTAL OF ALL FEES 248.00

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: AC Date: 8/19/00 Lic. # 12133470

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

License 12133305

Issue Date: 12/19/2005

Expiration Date: 8/31/2010

Issued To:
ROY D MILLS, Owner

Restaurant

Location:
POOR REDS
8400 LONG MESA DR
PRESCOTT VALLEY, AZ 86314

Mailing Address:
ROY D MILLS
POOR REDS
8400 LONG MESA DR
PRESCOTT VALLEY, AZ 86314



EXP 8/31/2010

POST THIS LICENSE IN A CONSPICUOUS PLACE

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated:
May 2003



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



RECEIPT

1. Offer Received From: ("Buyer") Calia Investments LLC, anAZLLC
2. Agency Confirmation: Broker named on Line 18 is the agent of (check one):
3. the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller
4. Amount of Earnest Money: _____ \$ _____
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any interest earned
6. thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this Contract, Earnest
7. Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at Seller's option,
8. immediately cancel this Contract pursuant to lines 309-313. Unless otherwise provided herein, all Earnest Money is considered to be
9. part of the Purchase Price for the Property described below.
10. Earnest Money shall be: (check one)
11. Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12. Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money with the Escrow
13. Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in Broker's trust
14. account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money: Personal Check Other: _____
16. Deposited with: Broker's Trust Account Escrow Company
17. Offer Received By: Michael J. McWilliams
(PRINT SALESPERSON'S NAME AND AGENT CODE) (SALEPERSON'S SIGNATURE) (MO/DA/YR)
18. Derito Partners Inc.
(PRINT NAME OF FIRM) (OFFICE CODE) (collectively "Broker")

PROPERTY AND PURCHASE PRICE

19. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: 8400 E. Long Mesa Drive
21. City: Prescott Valley County: Yavapai AZ, Zip Code: _____
22. Assessors Parcel # 103-33-182B and 103-33-183A
23. Legal description: To Be Provided
24. _____
25. _____
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by
27. Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects),
28. lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning
29. equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and
30. _____
31. _____
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. Leased Equipment NOT Included: _____
34. Personal Property Included: _____
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER
36. MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
37. Addenda Incorporated: Schedule of personal property Lead-Based Paint Disclosure Other _____
38. \$ 460,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to have funds deposited as
39. required to close escrow on the date specified herein shall constitute a material breach of Contract.
40. \$ 5,000.00 Earnest Money shall be nonrefundable and applicable to purchase/price after due dili
41. \$ 30,000.00 Additional Earnest Money to be paid at the end of the due diligence period & shall be
42. \$ non-refundable and applicable to the purchase price, except if buyer is not able
43. to obtain financing as generally described in the qualification letter from Wells Fargo
44. _____

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Commercial Real Estate Purchase Contract • Updated: May 2003
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SELLER	SELLER
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BUYER	BUYER
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- 101. **Wood Infestation Inspection:** IF CURRENT OR PAST WOOD INFESTATION (SUCH AS TERMITES) IS A MATERIAL MATTER
- 102. TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the lender requires an updated Wood
- 103. Infestation Report, it shall be performed at Buyer's expense. If wood infestation is disclosed in any Wood Infestation Report,
- 104. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
- 105. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental entity
- 106. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency
- 107. (FEMA), the Buyer's lender may require the purchase of flood hazard insurance at the Close of Escrow or some future date. Special
- 108. flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of
- 109. the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.
- 110. **Survey:** A survey shall be performed is waived by the Buyer.
- 111. If a survey is to be performed, Buyer shall have the survey completed by a licensed surveyor in accordance with the Arizona State
- 112. Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards" and review the receipt of results of survey or
- 113. map during the Due Diligence Period.
- 114. Cost of the survey shall be paid by: Seller Buyer Other: _____
- 115. Surveyor's instructions are: A boundary survey and survey plat showing the corners either verified or monumentation.
- 116. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient
- 117. detail for issuance of an American Land Title Association ("ALTA") Owner's Policy of Title Insurance
- 118. showing all boundary, encroachment or survey exceptions and all improvements, utility lines and
- 119. easements on the Property or within five (5) feet thereof.
- 120. Other survey terms: _____
- 121. _____
- 122. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold
- 123. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
- 124. **Final Walkthrough:** The Seller grants Buyer and any representative of Buyer reasonable access to conduct a final walkthrough of the
- 125. Property for the purpose of satisfying Buyer that any repairs agreed to by the Seller have been completed and, further, that the Property
- 126. is in substantially the same condition as on the date of the mutual execution of the Contract. Seller shall make the Property available for
- 127. the final walkthrough. If Buyer does not conduct such walkthrough, Buyer specifically releases Seller and Broker(s) of any liability.
- 128. **Seller's Responsibility Regarding Inspections and Final Walkthrough:** Seller shall make the Property available for all inspec-
- 129. tions during the Due Diligence Period and final walkthrough. Seller understands that the inspections and final walkthrough require
- 130. that all utilities be on and the Seller is responsible for providing same at Seller's expense.
- 131. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
- 132. sewer system septic system alternative system
- 133. **Seller's Obligations Regarding On-Site Wastewater Treatment Facility (conventional septic or alternative system)**
- 134. ("**Facility**"): If such a Facility has been installed on the Property, Seller shall deliver to Buyer copies of Facility permits and any
- 135. other Facility documents of record within five (5) days after Opening of Escrow. During Due Diligence Period, any Facility on the
- 136. Property shall be inspected as required by law at: Buyer's expense Seller's expense by an inspector recognized by the
- 137. applicable governmental authority. Seller shall deliver to Escrow Company, at Seller's expense, any certification and/or
- 138. documentation required. Escrow Company is instructed to file any transfer form(s) with applicable county authority. Buyer shall pay
- 139. any Facility transfer fees.
- 140. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before Close
- 141. of Escrow, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is
- 142. hereby instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on
- 143. the ADWR certification of registration. Buyer may verify gallons per minute during Due Diligence Period through a certified flow test.
- 144. **Changes During Escrow:** Seller shall immediately notify Buyer in writing: (i) of any changes in the disclosures made herein, in the Seller
- 145. Property Disclosure Statement, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller
- 146. enters into any new leases, rental agreements, service contracts or other agreements affecting the Property. Buyer shall be allowed five (5) days
- 147. after receipt of such notice to provide written notice to Seller of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

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DISCLOSURES

- 148. **Seller Property Disclosure Statement ("SPDS"):**
- 149. (a) Buyer has received, read, and approved the SPDS.
- 150. (b) Buyer waives review and approval of the SPDS. (**BUYER'S INITIALS REQUIRED TO WAIVE SPDS** _____ BUYER _____ BUYER)
- 151. (c) Seller shall deliver the SPDS to Buyer within five (5) days after Opening of Escrow.

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SELLER	SELLER

BUYER	BUYER
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- 152. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property
- 153. in writing within five (5) days or _____ days after Opening of Escrow: (1) any information known to Seller that may adversely affect the
- 154. Buyer's use of the Property, (2) any known pending special assessments, association fees, claims, or litigation, (3) copies of covenants, conditions,
- 155. and restrictions, articles of incorporation; by-laws; other governing documents; and any other documents required by law. (4) financial statements,
- 156. copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements, service contracts, (5) a copy of the
- 157. most recent survey, if available, and (6) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession
- 158. or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the
- 159. consultant who prepared such report or study specifically forbids the dissemination of the report to others. The Buyer shall provide written
- 160. notice to Seller prior to the expiration of the Due Diligence Period of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
- 161. Seller shall deliver all original documents and estoppel certificates executed by all tenants to Buyer at Close of Escrow.
- 162. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings.** Seller has no notice or knowledge that any tenant on the
- 163. Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy,
- 164. insolvency or probate proceeding.
- 165. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or
- 166. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 167. If Seller receives notice of violations of any of the aforementioned prior to Close of Escrow, Seller shall immediately notify Buyer
- 168. in writing. Buyer shall have five (5) days after receipt of such notice to provide written notice to Seller of any items disapproved.
- 169. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

- 170. (If Property is not used for residential purposes, GO TO LINE 194.)
- 171. **Notice to Buyer of Swimming Pool Barrier Regulations (Initials Required):** The State of Arizona has swimming pool barrier regulations
- 172. that are outlined in the Arizona Department of Health Services Private Pool Safety Notice. The county or municipality in which the Property is
- 173. located may have different swimming pool barrier regulations than the state. During the Due Diligence Period, Buyer agrees to investigate all
- 174. applicable state, county, and municipal swimming pool barrier regulations and, unless disapproved prior to the expiration of the Due Diligence
- 175. Period, agrees to comply with and pay all costs of compliance with said regulations. BUYER'S INITIALS ACKNOWLEDGE 1) EXISTENCE OF
- 176. SWIMMING POOL BARRIER REGULATIONS and 2) If this Property contains a swimming pool, RECEIPT OF THE ARIZONA DEPARTMENT
- 177. OF HEALTH SERVICES APPROVED PRIVATE POOL SAFETY NOTICE AS REQUIRED BY A.R.S. §36-1681 (E).

(BUYER'S INITIALS REQUIRED)

BUYER BUYER

- 179. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (1) notify the Buyer of any
- 180. known lead-based paint or lead-based paint hazards in or on the Property; (2) provide the Buyer with any lead-based paint risk
- 181. assessments or inspections of the Property in the Seller's possession; (3) provide the Buyer with the Disclosure of Information on
- 182. Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein,
- 183. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").
- 184. Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct
- 185. lead based paint risk assessments or inspections during Due Diligence Period.
- 186. Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Opening of Escrow. Buyer may within ten
- 187. (10) days or _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection
- 188. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five (5)
- 189. days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this Contract
- 190. in Buyer's sole discretion by delivering written notice of cancellation to Seller Pursuant to Lines 309-313.

Prior to 1978: If Property was constructed prior to 1978, BUYER'S INITIALS REQUIRED

BUYER BUYER

1978 or Later: If Property was constructed in 1978 or later, BUYER'S INITIALS REQUIRED

BUYER BUYER

193. IF THIS IS AN ALL CASH SALE, GO TO LINE 209.

FINANCING

- 194. (If financing is to be other than new financing, see attached addendum.)
- 195. This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within Financing
- 196. Commitment Contingency Period. (If sale is not contingent on a financing commitment, go to line 209.)
- 197. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer
- 198. shall have thirty (30) days or 45 days after the Opening of Escrow ("Financing Commitment Contingency Period") to
- 199. obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel
- 200. this Contract pursuant to Lines 309-313 and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE FINANCING**
- 201. **COMMITMENT CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY WRITTEN NOTICE**
- 202. **THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO**
- 203. **HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 204. **Financing Application:** Within ten (10) days after the Opening of Escrow, Buyer shall submit a formal loan application to a lender
- 205. of Buyer's choice. Buyer and Seller shall promptly provide to such lender all materials and documents lender deems appropriate to
- 206. facilitate such lender's processing of such loan application. Buyer agrees to pay such fees as required by the lender and all other
- 207. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

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		<Initials
SELLER	SELLER	

Initials>

BUYER	BUYER

TITLE AND ESCROW

208. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.

209. Buyer will take title as **determined before Close of Escrow** or Other: _____

210. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing the title vested in Buyer as provided in Line 211. Buyer may acquire extended coverage(s) at Buyer's own additional expense.

211. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Opening of Escrow.

212. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

213. Seller shall convey title by special warranty deed or _____ deed.

214. **Additional Instructions:** (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, the Buyer and Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller upon Opening of Escrow a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (b) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent with this Contract. (c) All closing and escrow costs, unless otherwise stated herein, shall be allocated equally between Seller and Buyer in accordance with local custom and applicable laws and regulations. (d) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.

215. **Prorations, Expenses and Adjustments:**

216. **Taxes:** Real property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.

217. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current premium shall be prorated through Close of Escrow.

218. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through Close of Escrow. The Parties agree to adjust any rents received after Close of Escrow as a Post Closing Matter.

219. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at Close of Escrow or paid to Buyer by Seller at Close of Escrow.

220. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at Close of Escrow as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.

221. **Insurance:** Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at Close of Escrow. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

222. **Assessments:** The amount of any assessment that is a lien as of the Close of Escrow, shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer.

223. Any assessment that becomes a lien after Close of Escrow is the Buyer's responsibility.

224. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer acknowledges that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

225. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the property, that title insurance covering the property be purchased by the Buyer from any particular title company.

226. **TAX DEFERRED EXCHANGE:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that Close of Escrow is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

WARRANTIES

227. **Seller Warranties:** Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the Property or Close of Escrow, all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as otherwise agreed in this Contract. Seller also warrants that, at the earlier of possession of the Property or Close of Escrow, the Property shall be in substantially the same condition as on the date of the mutual execution of the Contract.

228. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession of the Property or Close of Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and accepts the Property and (b) Buyer acknowledges that there will be no Seller warranty of any kind, except as stated in Lines 260-264. >>

SELLER	SELLER
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Initials>

BUYER	BUYER
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268. **Warranties that Survive Closing:** Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all
 269. rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days
 270. immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on or
 271. improvement made to the Property. Seller warrants that the information on Lines 131-139 regarding connection to a public sewer
 272. system, septic tank or other sanitation system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Buyer
 273. and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially and
 274. adversely affect the consideration to be paid by Buyer.

REMEDIES

275. **Remedies:** The parties agree to the remedies for breach of Contract indicated below.

276. *If Buyer is in breach: (check one)*

277. All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 309-313 and/or proceed upon any claim or
 278. remedy that the Seller may have in law or equity.

279. Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that
 280. Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this
 281. Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further
 282. liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED)

SELLER SELLER BUYER BUYER

284. *If Seller is in breach:*

285. All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 309-313, shall be entitled to the return of the
 286. Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

287. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of
 288. this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by the Buyer or
 289. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains,
 290. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court action.
 291. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and
 292. confidentially. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement
 293. reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by
 294. the parties to the Contract.

295. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small
 296. Claims Division of an Arizona Justice Court (up to \$2,500), so long as the matter is not thereafter transferred or removed from the
 297. Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 298. agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that
 299. is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending
 300. action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to
 301. mediate under this provision, nor shall it constitute a breach of the duty to mediate.

302. **Attorneys Fees and Costs:** If Buyer or Seller files suit against the other to enforce any provision of this Contract or for damages
 303. sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's
 304. fees and costs as awarded by the court. In addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against
 305. all costs and expenses that any Broker may incur or sustain in connection with any lawsuit arising from this Contract and will pay the
 306. same on demand unless the court grants judgment in such action against the party to be indemnified. Costs shall include, without
 307. limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators, and court costs.

308. **Cancellation:** Any party who wishes to cancel this Contract as provided herein or because of any material breach by another party,
 309. and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by
 310. delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the basis for cancellation or
 311. nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the
 312. breaching party or Escrow Company.

313. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow
 314. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this
 315. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest
 316. Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind,
 317. and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the
 318. release of Earnest Money.

319. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or Buyer
 320. for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge
 321. that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based
 322. solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result
 323. in a commission or fee to Broker, which shall be disclosed in writing to the Seller and Buyer as required by law.

<Initials	
SELLER	SELLER

Initials>

Initials>	
BUYER	BUYER



NO BIDDING REQUIRED FOR THIS CONTRACT

ADDITIONAL TERMS

324. Both parties acknowledge that buyer shall take the property in an "as is" condition. All references
 325. to "Seller's knowledge", whether actual or implied, shall be replaced and/or deemed to mean "to
 326. the best of Seller's actual knowledge" throughout this contract. Seller hereby agrees to pay
 327. DeRito Partners, Inc. (Broker), Michael McWilliams (salesperson) a brokerage commission equal to
 328. 2% of the purchase price. Commission shall be payable only upon the close of escrow. The escrow
 329. agent is instructed to pay DeRito Partners, Inc., in cash, through and upon the close of escrow.
 330. _____
 331. _____
 332. _____
 333. _____
 334. _____
 335. _____
 336. _____
 337. _____
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 340. _____
 341. _____
 342. _____
 343. _____
 344. _____
 345. _____
 346. _____
 347. _____
 348. _____

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349. **Risk of Loss:** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of
 350. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of
 351. loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent
 352. (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 309-313.
 353. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.
 354. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
 355. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.
 356. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm,
 357. broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated
 358. herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled
 359. to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller.
 360. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,
 361. expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or other similar party, other
 362. than said named Broker(s) by reason of any dealings or act of the indemnifying party.
 363. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by
 364. separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of
 365. Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or
 366. payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection
 367. of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the
 368. party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable
 369. attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE,
 370. LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR
 371. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE SELLER
 372. AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY BENEFICIARIES OF
 373. THIS CONTRACT.**

>>

		<Initials
SELLER	SELLER	

		Initials>
BUYER	BUYER	



374. Additional Compensation: The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee, 375. kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgage 376. financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mort- 377. gage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payments 378. for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this 379. additional compensation as follows: _____

380. _____
381. _____

382. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller 383. understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of 384. this Contract.

385. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 386. Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any extensions 387. of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed facsimile copy 388. of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may 389. be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon delivery as provided 390. for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. The 391. failure to initial any page of this Contract shall not affect the validity or terms of this Contract. All references to days in this Contract 392. shall be construed as calendar days.

393. Assignment: Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written consent 394. of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

395. Release of Brokers: SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED 396. BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM CONCERNING 397. THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE PROPERTY. SELLER AND 398. BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL BROKER(S) IN THIS TRANSACTION 399. FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION, SQUARE FOOTAGE/ACREAGE, 400. LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME AND EXPENSE PROJECTIONS OR 401. PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CONDITION, WOOD INFESTATION AND 402. WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR OTHER GOVERNMENTAL 403. REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.

404. (INITIALS REQUIRED) _____ BUYER BUYER SELLER SELLER

405. Time for Acceptance: This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in 406. person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by: 407. April 25, 2010 April at 5:00 AM PM, Mountain Standard Time, or unless this offer to purchase has been 408. previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money 409. shall be returned.

410. THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 411. YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

412. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a 413. copy hereof.

414. _____ BUYER'S SIGNATURE MO/DAY/YR BUYER'S SIGNATURE MO/DAY/YR

415. Calia Investments LLC, an AZ LLC BUYER NAME PRINTED BUYER'S NAME PRINTED

416. By: Calia Investments LLC

417. Its: Managing Member

418. 4490 N. Sheridan Lane ADDRESS ADDRESS

419. Prescott Valle, AZ 86314 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

420. Broker: Derito Partners Inc. Michael J. McWilliams (COMPANY NAME) (LICENSEE)

421. _____ (ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

SELLER SELLER

<Initials

Initials>

BUYER BUYER



1004615146160000

ACCEPTANCE

422. Agency Confirmation: The following agency relationship(s) is hereby confirmed for this transaction:

423. Listing Broker: Michael J. McWilliams Derito Partners Inc. (602) 553-2955
(PRINT SALESPERSON'S NAME AND AGENCY CODE) (PRINT FIRM NAME AND OFFICE CODE) (TELEPHONE)

424. Is the agent of (check one): [] the Seller exclusively; or [] both the Buyer and Seller

425. Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named on 426. Lines 17-18 to deliver a copy to Buyer.

427. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign both the Contract and the 428. [] Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter Offer 429. [] shall be controlling.

430. The undersigned agree to sell the Property on the terms and conditions herein stated.

431. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

432. Colonial Capital Fund II SELLER'S NAME PRINTED SELLER'S NAME PRINTED

433. By: Rob Leonard

434. Its: Managing Member

435. 4222 E. Thomas Rd. #330 ADDRESS ADDRESS

436. Phoenix, AZ 85018 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

437. Broker: Derito Partners Inc. Michael J. McWilliams (COMPANY NAME) (LICENSEE)

3200 E. Camelback Rd. #175 Phoenix, AZ 85018 (602) 553-2955 (ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

ACCEPTANCE BY ESCROW COMPANY

439. Date of Opening of Escrow: _____

440. The provisions of this Contract are hereby acknowledged and agreed to.

441. Escrow Company: Title Management Co. of Ariz. _____

442. By: _____

443. Its: _____

For Broker Use Only: Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

SELLER SELLER

<Initials

Initials>

BUYER BUYER



2003 Arizona Association of REALTORS®

ADDENDUM

Document updated:
June 1993



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

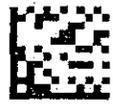


- 1. This is an addendum originated by the: Seller Buyer Landlord Tenant.
- 2. This is an addendum to the Contract dated _____ between the following Parties:
MO/DAYR
- 3. Seller/Landlord: Colonial Capital Fund II
- 4. Buyer/Tenant: Calia Investments LLC, an AZ LLC
- 5. Premises: 8400 E. Long Mesa Drive, Prescott Valley,
- 6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
- 7. Disclosure: Michael McWilliams is an investor in Colonial Capital Fund II, LLC.
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
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- 30. _____
- 31. _____
- 32. _____
- 33. _____
- 34. _____
- 35. _____
- 36. _____
- 37. _____
- 38. _____
- 39. _____
- 40. _____
- 41. _____
- 42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

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- 43. _____
- 44. Seller Buyer MO/DAYR Seller Buyer MO/DAYR
- 45. Landlord Tenant Landlord Tenant
- 46. _____
- 47. Seller Buyer MO/DAYR Seller Buyer MO/DAYR
- 48. Landlord Tenant Landlord Tenant

49. **For Broker Use Only:**
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR



SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 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.: Calia's Investments, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: April 2007 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: L-1358759-1 Date authorized to do business in AZ: April 2007
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
Calia	Nicholas	Gene	MANAGING Members	4490 N. Sheridan Ln.	Prescott Valley AZ 86314
Calia	Kevin	Richard	MANAGING Members	7640 E. Firefly	Prescott Valley AZ 86315

(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
Calia	Nicholas	Gene	50%	4490 N. Sheridan Ln.	Prescott Valley AZ 86314
Calia	Kevin	Richard	50%	7640 E. Firefly	Prescott Valley AZ 86315

(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 \$24 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)

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: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. 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.

9. I, _____, 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, _____, 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.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____
Day Month Year

My commission expires on: _____

(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. 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: _____ ft. Name of school _____
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church _____
Address _____
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? \$ 460,000.00
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
CHASE BANK			365,000	307 N. LEE BLVD	PRESCOTT	86301

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) #10 2/14 (P. 10) 11. 2005

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

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church _____
Address _____
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? \$ _____
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? _____

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 # 12133305 (exactly as it appears on license) Name Roy O Mills

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:
MILLS Roy O and license #: 12133305
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.

[Signature]
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.

RP
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? 09-01-2010
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.

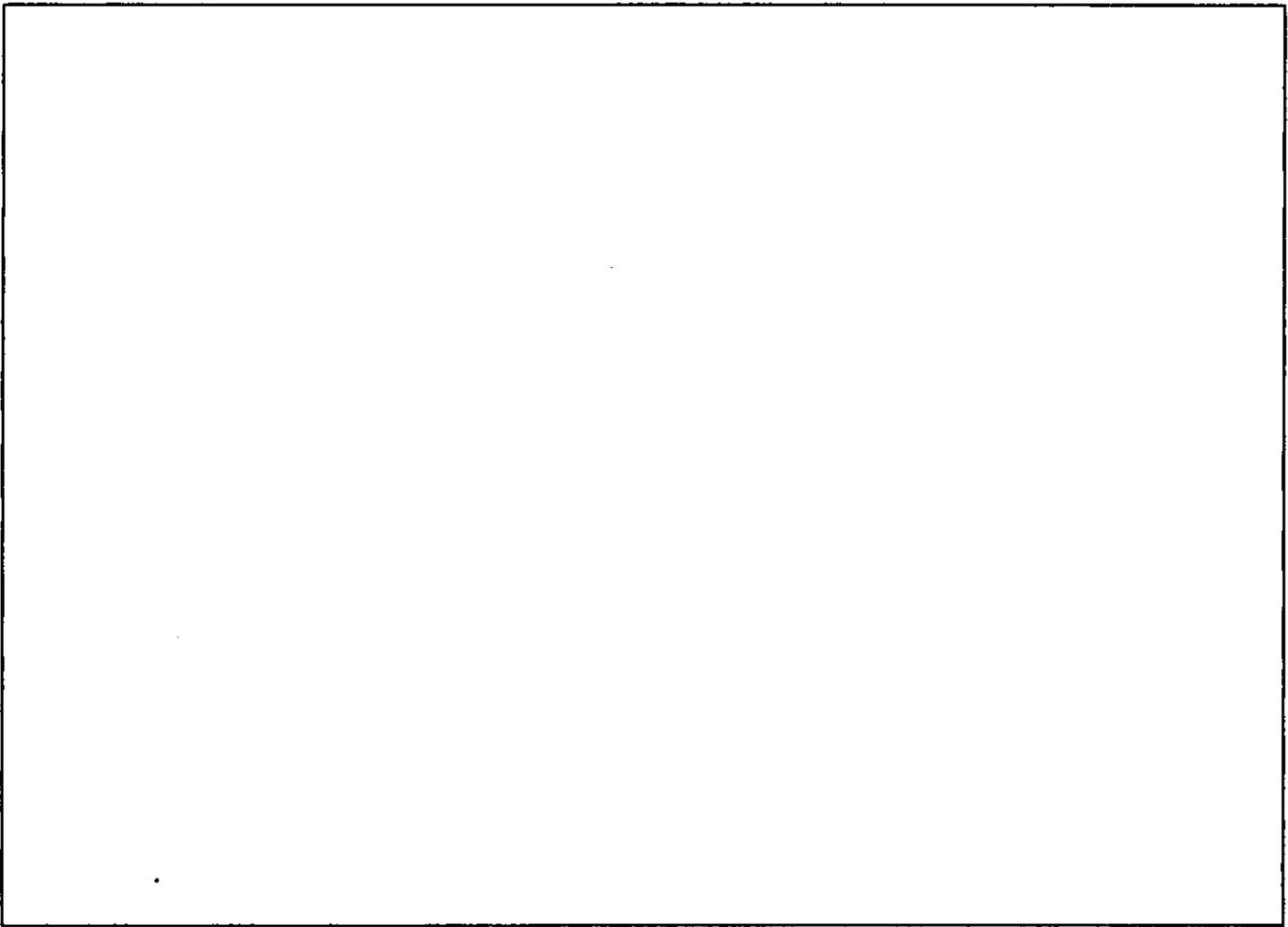
[Signature]
applicants initials

10-01-10 10:10 AM

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.

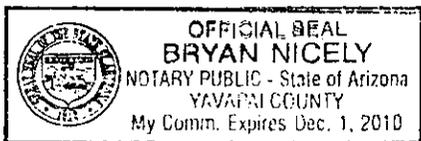


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SECTION 16 Signature Block

I, Nicholas G. Calia, 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 [Signature]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this

18 of August, 2010
Day Month Year

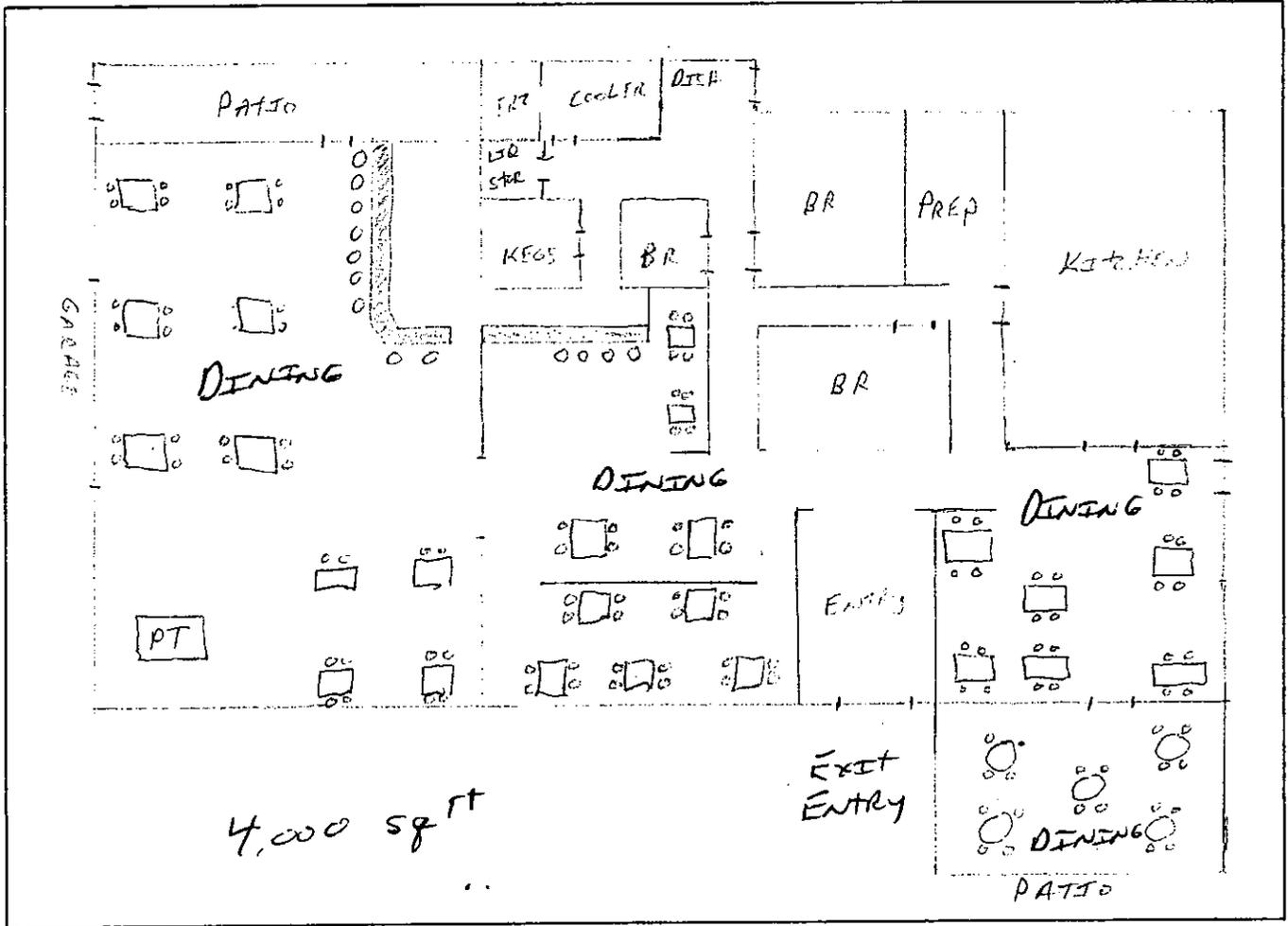
[Signature]
signature of NOTARY PUBLIC

My commission expires on : 1 December 2010
Day Month Year

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.



D = DINING

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

RESTAURANT OPERATION PLAN

LICENSE # 12-133470

1. List by Make, Model and Capacity of your :

Grill	American Range 3x3 Flat Top / 3x3 Broiler
Oven	DCS Oven w/ 8 Burners
Freezer	1 Stand up and one 7x4 Walk-in
Refrigerator	2 Stand up, 3 Sandwich Boards, and 7x9 Walk-in
Sink	8 Sinks
Dish Washing Facilities	Single Pass Machine, "2" 3 Compartment Sinks
Food Preparation Counter (Dimensions)	4x4, 4x5, 1x7
Other	

2. Print the name of your restaurant: BACK BURNER FAMILY RESTAURANT

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. **Restaurant area** of your premises [124]
- b. **Bar area** of your premises [+ 13]
- c. **Total area** of your premises [137]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes _____ % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 90 %

*Disabled individuals requiring special accommodations, please call the Department.

10 APR 19 11:41 AM '03

10 AUG 19 11:41 AM '09

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

APPROX 3 TVs AND 1 POOL TABLE

9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

<u>SERVERS</u>	<u>SERVICE</u>	<u>10</u>
<u>BARTENDERS</u>	<u>SERVICE</u>	<u>2</u>
<u>HOSTESS</u>	<u>SEATING</u>	<u>2</u>
<u>BUSSESS</u>	<u>SERVICE</u>	<u>2</u>
<u>COCKS</u>	<u>PREPARE FOOD</u>	<u>3</u>
<u>PREP COOKS</u>	<u>PREPARE FOOD</u>	<u>1</u>
<u>DISH WASHERS</u>	<u>WASH DISHES</u>	<u>2</u>
<u>MANAGERS</u>	<u>OVERSEE ALL OPERATIONS</u>	<u>2</u>

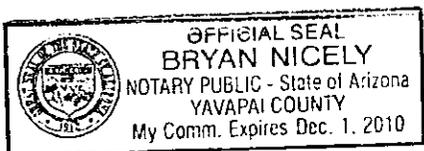
I, Gene Nicholas Gr. Galia, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [Signature]
(Signature of APPLICANT)

State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 18 day of August, 2010.
Day of Month Month Year

My commission expires on: 12-01-2010

[Signature]
(Signature of NOTARY PUBLIC)



LUNCH MENU

Croissant Sandwiches

Served with choice of french fries, potato salad, or coleslaw

Stealth Croissant	8.25
<i>Grilled smoked Turkey, Portabello mushroom, Lettuce and tomato with dijonnaise sauce</i>	
Fighter Pilot Croissant	7.95
<i>Roast beef, grilled onion, roasted red bell pepper and blue cheese crumbles</i>	
The Works Croissant	7.95
<i>Grilled sliced smoked turkey, bacon, melted Swiss cheese, covered with avocado, tomato and lettuce.</i>	
Sedona Chicken Salad Croissant	7.95
<i>Chicken salad, avocado, sprouts and cashews.</i>	
Veggie Croissant	7.95
<i>Avocado, tomato, sprouts, onion, mushrooms, Swiss cheese and Dijonnaise sauce</i>	

Sandwiches

Served with choice of french fries, potato salad, or coleslaw

Fiesta Club	8.25
<i>smoked turkey, Guacamole, roasted red bell peppers bacon, lettuce, and tomato served on marbled rye bread</i>	
Portabello Mushroom	7.95
<i>Jack cheese, roasted red bell peppers, sprouts, with a dijonnaise sauce on toasted whole wheat</i>	
Cajun Chicken Breast	7.50
Chicken Breast	7.50
<i>served with avocado and jack cheese</i>	
Philly Beef	7.50
<i>sautéed onion, bell pepper, and jack cheese</i>	
Club	6.95
<i>smoked turkey, bacon, lettuce, and tomato</i>	
French Dip	6.75
Barbecue Beef	6.50
Smoked Turkey with lettuce and tomato	6.25
Bacon Lettuce and Tomato	5.75
Grilled Cheese	4.50
Fried Cactus	8.95
<i>with tomatillo salsa & roasted garlic Caesar dressing</i>	
Two Chicken or Beef Enchiladas	7.95
<i>with black beans and red or green sauce</i>	
Chicken or Steak Fajita Burrito	7.95
<i>with black beans Add red or green sauce 1.00</i>	
Shredded Beef Burrito	7.95
<i>with black beans. Add red or green sauce 1.00</i>	
Mexican Pizza	7.75
<i>layered black beans grilled chicken, and topped with guacamole, cheese & tomato</i>	
Chicken Fajita Quesadilla	7.50
<i>grilled chicken breast, onions, mushrooms, bell peppers</i>	
Seasoned Chicken & Green Chili Quesadilla	6.50
Green Chili Quesadilla	5.95
Nachos	7.50
<i>layered with black beans, jalapenos, guacamole, salsa, cheese and sour cream.</i>	
<i>Add chicken or beef 2.00</i>	
Bowl Of Chili with garlic toast	5.75

Warning: Consuming Raw or Undercooked Foods May Cause Food Born Illness

10.05.19 14:14 PM 2/3

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity and reliability of financial data. This section also touches upon the various methods used to collect and analyze data, highlighting the need for consistency and precision in all reporting.

The second part of the document focuses on the specific procedures and protocols that must be followed to ensure compliance with relevant regulations. It details the steps involved in data collection, from initial identification to final reporting, and provides clear guidelines for handling sensitive information. This section is particularly important for organizations that operate in highly regulated industries, where adherence to these standards is critical for avoiding legal penalties and maintaining public trust.

Finally, the document concludes by discussing the broader implications of these practices. It notes that while the initial setup and implementation of these procedures may require significant resources, the long-term benefits in terms of improved efficiency, reduced risk, and enhanced transparency are substantial. It encourages organizations to view these measures as an investment in their overall operational excellence and financial health.

The following table provides a detailed overview of the key components and their respective roles within the system. Each component is designed to work in concert with the others to ensure a seamless and effective process. The table is organized into columns that represent different stages of the process, allowing for a clear comparison of the various elements involved.

Component	Function	Input	Output
Data Collection Module	Gathering raw data from various sources	Source Data	Raw Data
Validation Engine	Checking data for accuracy and completeness	Raw Data	Validated Data
Analysis Software	Processing and interpreting the data	Validated Data	Analysis Results
Reporting System	Generating clear and concise reports	Analysis Results	Final Reports

The table above illustrates the flow of information through the system, from the initial data collection to the final reporting stage. Each component plays a vital role in ensuring that the data is not only collected but also properly analyzed and presented in a way that is easy to understand and act upon.

In addition to the table, the document includes several examples of how these components are used in practice. These examples demonstrate the flexibility and adaptability of the system, showing how it can be tailored to meet the specific needs of different organizations and industries.

The final section of the document provides a comprehensive summary of the key findings and recommendations. It reiterates the importance of the practices discussed throughout the document and offers practical advice on how to implement these practices effectively. The recommendations are based on the insights gained from the analysis and are designed to help organizations achieve their goals while maintaining the highest standards of accuracy and integrity.

It is important to note that these recommendations are not meant to be a one-size-fits-all solution. Instead, they serve as a guide, providing a framework that can be adapted to fit the unique circumstances of each organization. The document encourages organizations to take a proactive approach to data management, recognizing the value of accurate information and the potential risks of poor record-keeping.

In conclusion, this document provides a thorough and practical guide to the essential practices of data management and reporting. By following the guidelines and recommendations outlined here, organizations can ensure that their data is accurate, reliable, and easy to understand, ultimately leading to better decision-making and improved performance.

Restaurant Specialties

Scallops & Pasta	8.95
<i>angel hair pasta, bay scallops with fresh basil, tomatoes, capers, mushrooms, in a olive oil garlic sauce, served with garlic toast</i>	
Grilled Trout	8.95
<i>topped with fruit salsa, served with rice</i>	
Grilled Sirloin Steak 6 oz.	8.95
<i>topped with fried cactus, served with black beans</i>	
Walnut Crusted Cod Salad	8.95
<i>red and green bell peppers, onions, tomatoes, and sprouts served with a raspberry mango vinaigrette</i>	
Almond Crusted Scallop Salad	8.95
<i>tomatoes, avocado, onions, sprouts, served with a pineapple vinaigrette</i>	
Chicken Florentine Salad	8.95
<i>Grilled chicken, mandarin oranges, feta cheese, walnuts & fried cactus, served on a bed of Spinach</i>	
Fruit Plate	8.95
<i>Served with cottage cheese and carrot nut muffin.</i>	
Chicken Alfredo & Broccoli	8.75
<i>served with garlic toast</i>	
Chicken Fajita Salad	8.50
<i>Served in a flour tortilla basket with lettuce, grilled chicken breast, onions, mushrooms and bell peppers. Topped with guacamole, sour cream, salsa and cheese.</i>	
Southwest Caesar Salad	8.50
<i>fresh spinach, chopped cilantro, roasted red bell peppers, razz cherries, topped with fried cactus. served with southwest ranch dressing.</i>	
	with chicken 9.95
Chicken Breast Salad	8.25
<i>Sliced chicken breast, avocado, sliced almonds, blue cheese crumbles on a fresh bed of lettuce.</i>	
Spinach Salad	8.25
<i>Bacon, avocado, mandarin oranges and egg slices</i>	
Taco Salad	8.25
<i>Seasoned chicken or shredded beef served in a flour tortilla basket with lettuce, tomatoes, beans, and cheese. Served with sour cream, guacamole and salsa.</i>	
Caesar Salad	7.95
	with chicken 9.95
Chef Salad	7.95
<i>Sliced turkey, Swiss and cheddar cheese, tomatoes and sliced eggs.</i>	
Veggie Lasagna	7.95
<i>Served with dinner salad and garlic toast.</i>	
Coffee	1.99
Tea, Pepsi, Diet Pepsi, Sierra Mist, Dr. Pepper	1.99
Milk	Sm. 2.25 Lg. 2.75
Hot Chocolate	2.75
Lemonade	2.25
Domestic Beers	3.50
Local Oak Creek Brewery on draft	sm. 3.50 lg. 4.25

Wine served by the glass or by the bottle
Cocktails Available

Burgers

Buffalo Burger	8.95
<i>with fried cactus and jack cheese</i>	
Southwest Veggie Burger	7.50
<i>With guacamole</i>	
Chili Burger	7.50
Teriyaki Mushroom Burger	6.95
Mushroom Cheese Burger	6.95
Bacon Cheeseburger	6.95
Green Chili Cheese Burger	6.95
Cheeseburger	6.25
Hamburger	5.95
<i>The Cheese Hanger has a choice of: American, swiss, monterey jack, and cheddar</i>	

Splash and Dash

Beer Battered Cod	6.25
Chicken Fried Steak	6.25
<i>All above entrees served with your choice of French fries, potato salad, or potato chips</i>	

Home Made Desserts

Chocolate Brownie Sundae	4.95
Chocolate Mousse	4.95
Cheese Cake or Specialty Cake	4.95
Chocolate Peanut Butter Pie	4.95
Key Lime Pie	4.95
Apple Pie	4.95
Coconut Cream Pie	4.95
Peach Pecan Crumble	4.95
Chocolate Pecan Pie	4.95
Chocolate Cream Pie	4.95

A La Mode Add .95

10:05:19 AM, 11/20/04

FRESH SEAFOOD 10 AUG 19 11:47 AM '94

SERVED WITH SOUP OR SALAD, BAKED POTATO, RICE PILAF, FRENCH FRIES
OR GARLIC MASHED POTATOES VGETABLES AND OUR HOUSE BAKED BREAD

GRILLED HALIBUT with a orange sauce	\$24.95
CORNMEAL CRUSTED HALIBUT topped with a shrimp and tomato cream sauce	\$24.95
PECAN CRUSTED HALIBUT finished with a mango cream sauce	\$24.95
CHARDONNAY BASIL STEAMED SALMON on a bed of warm spinach with an oriental vinaigrette	\$22.95
GRILLED SALMON FILLET topped with a summer fruit salsa	\$22.95
PLANTAIN CRUSTED MAHI with fresh mango & papaya salsa	\$22.95
GRILLED MAHI with fresh avocado, lime and cilantro	\$22.95
STUFFED BAKED TROUT stuffed with crabmeat, finished with sun dried tomatoes and caper sauce	\$19.95
BLUE CORN CRUSTED TROUT with a cilantro lime cream sauce	\$19.95
SAUTEED SEA SCALLOPS with a lime cilantro sauce	\$18.95
SNOW CRAB LEGS 1 LB.	\$17.95
BEER BATTERED COD	\$12.95

PASTAS, SALADS AND VEGETARIAN ENTREES

SERVED WITH SOUP OR SALAD

SEAFOOD ALFREDO OVER PENNE PASTA Shrimp, king crab, and steamed clams tossed with a creamy parmesan sauce	\$18.95
ANGEL HAIR SHRIMP SCAMPI sautéed with roasted garlic, mushrooms and tomatoes, finished with white wine and parmesan	\$18.95
SALMON FETTUCINE fresh grilled salmon in a shrimp cream sauce served over spinach fettuccine with parmesan	\$18.95
LINGUINI AND SCALLOP PASTA sea scallops, fresh basil, tomatoes, capers, and mushrooms in a olive oil garlic sauce	\$18.95
SOUTHWEST STEAK AND AVOCADO SALAD Avocado, red beans, corn, sirloin steak, feta cheese topped with fried cactus	\$14.95
VEGETARIAN LASAGNA layers of pasta, fresh garden vegetables, mozzarella, parmesan and ricotta cheese	\$13.95
SOUTHWESTERN CAESAR SALAD fresh spinach tossed with our roasted garlic caesar dressing, fresh cilantro, razz cherries, roasted red bell peppers, and deep fried cactus with chicken add \$2.50 with shrimp add \$3.50	\$12.95

BURGERS

Served with dinner salad or soup and french fries

BUFFALO BURGER (100% buffalo) with sautéed mushrooms, bacon, and jack cheese

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

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

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

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

2005 19 1991 Lic. # 2 04



02032323

AFFIDAVIT OF PUBLICATION
for Arizona Corporation Commission

Verde Independent/Bugle
116 S. Main St., Cottonwood, AZ 86326
PH: (928)634-2141 FAX: (928)634-2312

STATE OF ARIZONA
COUNTY OF YAVAPAI

I, Paul Hood, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Verde Independent and Camp Verde Bugle is a newspaper which is published [check one of the following] daily , three times weekly X, bi-weekly is of general circulation and is in compliance with Arizona Revised Statutes * 10-140.34 & 39-201.A & B.

The notice has been published three (3) consecutive times in the newspaper listed above.

DATES OF PUBLICATION:
April 27, 29 and May 2, 2007

THE NAME OF THE CORPORATION: CALIA'S INVESTMENTS, LLC

CORPORATE FILE NUMBER:

L1358759-1

Note: This number is found on the top right corner of the Commission processed document

TYPE OF DOCUMENT: NOTICE ARTICLES OF ORGANIZATION FILED

AUTHORIZED SIGNATURE:

Paul Hood

Title: PUBLISHER

RECEIVED
MAY 23 2007



ARIZONA STATE COMMISSION
CORPORATION DIVISION
SUBSCRIBED AND SWORN TO BEFORE ME ON THE

16 DAY OF MAY, 2007.

NOTARY SIGNATURE:

Maggie Lovett

It is not necessary to attach a clip of the published notice.

10 AUG 19 10:41 AM '04

APR 11 2007

FILE NO. 1358757

Articles of Organization

OF

Callia's Investments, LLC

I. NAME OF ORGANIZATION

The name of the limited liability company is Callia's Investments, LLC

II. ADDRESS OF REGISTERED OFFICE

The address of the registered office in Arizona is:

Callia's Investments, LLC
3400 E. Long Mesa
Prescott, AZ 86314

III. AGENT FOR SERVICE OF PROCESS

The name and address of the statutory agent of the company is:

Nicholas Calia
845 Saturn Drive
Chino Valley, AZ 86323

IV. DURATION

The latest date, if any, on which the limited liability company must dissolve is the maximum allowed by state law.

V. MEMBERS

The names and addresses of the Members who own 20% or more of the Company are as follows:

Nicholas Calia
845 Saturn Drive
Chino Valley, AZ 86323

Kevin R. Calia
7411 N. Viewscope Drive
Prescott Valley, AZ 86314

VI. MANAGEMENT

Management of the limited liability company is vested in the managers, whose names and addresses are Nicholas Calia 845 Saturn Drive Chino Valley, AZ 86323 and Kevin R. Calia 7411 N. Viewscape Drive Prescott Valley, AZ 86314.

VII. AUTHORIZED BUSINESS

This Limited Liability Company is organized to conduct the business of restaurants and any and all lawful business for which the Limited Liability Company may be organized under the Arizona Law.

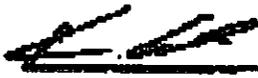
VIII. INDEMNIFICATION OF MEMBERS AND MANAGERS

The organization shall indemnify, defend and hold harmless any person who incurs expenses, claim, damages, or liability by reason of the fact that he or she is, or was a member, manager, employee or agent, of the Organization, to the fullest extent allowed pursuant to Arizona Law. This indemnification shall be mandatory in all circumstances which indemnification is permitted by law. To the fullest extent permitted by the laws of the State of Arizona, as the same exist or may hereafter be amended, no manager or member of the Organization shall be liable to the Organization or its members for monetary or other damages for breach of fiduciary duty. No repeal, amendment or modification of this Section, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a manager or member of the Organization occurring prior to such repeal, amendment, or modification.

IN WITNESS WHEREOF, the below-signed managers execute these Articles of Organization on this 9th day of APRIL, 2007


(Signature)

Nicholas Calia
(Print Name Here)


(Signature)

KEVIN CALIA
(Print Name Here)

410 ALE 15 104 104 002 004

Acceptance of Appointment by Statutory Agent

I Nicholas C. Calce having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

EXECUTED this 9th day of April, 2007


Signature of Statutory Agent

40 APR 19 11:41 AM '07

LLC Operating Agreement

This is a Limited Liability Company Operating Agreement (the "Agreement") made on the 11th day of April, 2007. The Members in this agreement are as follows:

Kevin Calia
Nicholas Calia

The Members to this Agreement agree to the following:

Name:

This Limited Liability Company will be known as Calia's Investments, LLC (the "LLC").

The LLC:

- a) The Members have formed a Limited Liability Company.
- b) The terms and conditions of their LLC will be outlined in this Agreement.
- c) If the Agreement is executed, the LLC Operating Agreement will be in effect on 4/11/2007.
- d) The LLC will only be terminated as outlined in this Agreement.
- e) The LLC's primary place of business will be 8400 E Long Mesa, Prescott, Arizona, 86314.
- f) The LLC will be governed under the laws of the state of Arizona.
- g) The LLC's primary purpose is restaurant business.

Contributions:

The Members will make an initial contribution to the LLC as follows:

Kevin Calia : \$50.00 in Capital Investment
Nicholas Calia : \$50.00 in Capital Investment

Contributions will be submitted no later than 4/11/2007. All capital contributions are final unless all Members give written consent of withdrawal. All contributions will be deposited into a joint capital account.

Interest:

The Members' ownership interest in the LLC will be as follows:

Kevin Calia : 50.00%

2007 APR 11 PM 03:00

Nicholas Calia : 0%

Costs:

The Members will share costs according to the following percentages:

Kevin Calia : 50.00%

Nicholas Calia : 50.00%

Profits:

The Members will share the net profits of the LLC according to the following percentages:

Kevin Calia : 50.00%

Nicholas Calia : 50.00%

- The Members' profit allocation will be accounted by H & H Accounting and Business Services, CPA's P.C. according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.
- Profit allocations will be distributed 1 times per year.
- Each member must receive 50% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a member vote.
- The members are allowed to withdraw from their profit allocation at any time.
- All members will receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC.

Members and Managers:

- The liability of the Members is limited according to the Limited Liability statutes for the state of Arizona.
- No Member shall be an agent of any other Member by reason of being a Member of the Company.
- All Members of the LLC, by majority vote of Member interest, will maintain 2 Manager(s) to be reelected every 5 years. All Members will vote in each election.
- Members that are not elected as Managers shall not have any control or vote in the operation of the Company's affairs and shall have no power to bind the Company.
- The Managers' authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of

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percent of ownership. Each Manager will have the authority based on their percent ownership outlined above in the Agreement.

Accounting:

- All accounts related to the LLC, including contribution and distribution accounts will be audited upon a majority vote of the Members.
- All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.
- Accounting records will be kept on a cash basis.
- All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- The fiscal year will be complete on the last day of December of each year. All Members will present their position on the state of the LLC within two weeks of the completion of each fiscal year.
- The following Members will be able to sign checks from any joint Member account:
 - Kevin Calia
 - Nicholas Calia

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous vote of all Members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because of choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members agree to hire an outside firm to assess the value of the remaining shares. The Members will have 60 days to decide if they want to buy the remaining shares together and disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by

40 MAY 15 11:41 AM '04

unanimous vote, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the LLC will be dissolved.

The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

Dissolution:

Should the LLC be dissolved by majority vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

Amendments:

-Amendments may be made hereto upon the unanimous and written consent of all Members.

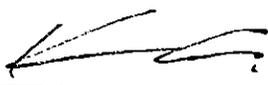
-Amendments must be expressly written and have the original signatures of all Members.

Settling Disputes:

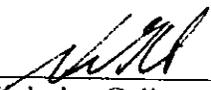
All Members agree to enter into mediation before filing suit against any other Member or the LLC for any dispute arising from this Agreement or LLC. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Arizona.

All Members signed hereto agree to the above stated Agreement.

Signed this 11th day of APRIL, 2007

Signature: 

Kevin Calia

Signature: 

Nicholas Calia

10 046 19 1341 116 PM 2 04

802-553

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Handwritten signature and number: 12133470

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLEG. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLEG. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12133470 (if the location is currently licensed)

1. Check appropriate box: [X] Controlling Person, [X] Agent, [] Manager (Only). (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager. (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Calia Nicholas Gene. Last First Middle. Date of Birth: [REDACTED] (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: AZ (NOT a public record)

4. Place of Birth: Phoenix AZ US Height: 6'4" Weight: 227 Eyes: BR Hair: BR City State Country (not county)

5. Marital Status: [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: (928) 533-5434

6. Name of Current or Most Recent Spouse: Calia Becky Ann Auringer Date of Birth: [REDACTED] (List all for last 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: 1979 - Present

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 772-9298

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: BACK BURNER FAMILY RESTAURANT Premises Phone: (928) 772-9298

11. Physical Location of Licensed Premises Address: 8400 E. Long Mesa Dr Prescott Valley YAVAPAI 86314 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
APRIL 07	CURRENT	OWNER OPERATOR	8400 E. LONG MESA DR. PRESCOTT VALLEY AZ 86314
MARCH 03	APRIL 07	EMT	LIFE LINE AMBULANCE 1099 W IRON SPRINGS RD PRESCOTT AZ 86305

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
APRIL 07	CURRENT	OWN	4490 N. Sheridan Ln.	PRESCOTT VALLEY	AZ	86314
MARCH 05	APRIL 07	OWN	845 SATURN DR	CHINO VALLEY	AZ	86323

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? YES NO
 If you answered YES, how many hrs/day? 4-5, and answer #14a below. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, 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 ten (10) years (include only traffic violations 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? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

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

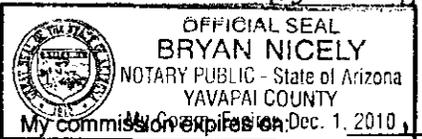
19. [REDACTED] EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

Gene G. Galia hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature]
 (Signature of Applicant)

State of Arizona County of Yavapai



The foregoing instrument was acknowledged before me this 18 day of August, 2010
 Month Year

[Signature]
 (Signature of NOTARY PUBLIC)

10/16/19 11:47:13 AM P.2/34

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.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
 Signature of Controlling Person or Agent (circle one)

_____ day of _____
 Month Year

 (Signature of NOTARY PUBLIC)

Print Name _____

My commission expires on: _____
 Day Month Year

SECTION III — ALIEN STATUS DECLARATION

Directions: 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 the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. 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 and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected 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 (A.R.S. § 1-501)

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

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

2019 APR 10 PM 2:54


APPLICANT'S SIGNATURE

8-18-10
TODAY'S DATE

Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,

DLLC 1/15/09

AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

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

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that

10 AUG 19 11 AM '09

STATE OF ARIZONA

Certified Copy of Vital Record

10 AUG 19 1979 11:46 AM '79

STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION CERTIFICATE OF LIVE BIRTH

BIRTH NO **79-011093**
B 102-

1 NAME OF CHILD A First NICHOLAS		B Middle GENE		C Last CALIA	
2 SEX Male	TYPE OF BIRTH (Single, twin, triplet, etc.) SPECIFY Single	IF MULTIPLE BIRTH (Born first, second, etc.) SPECIFY		DATE OF BIRTH Month Day Year [REDACTED]	Hour 8:55 PM
3 PLACE OF BIRTH A County Maricopa		B Town or City Phoenix		C Hospital or Clinic (if home birth, give street address) John C. Lincoln Hospital	
4 FATHER'S NAME A First ROBERT		B Middle ANTHONY		C Last CALIA	
5 MOTHER'S MAIDEN NAME A First LINDA		B Middle JEAN		C Last BAILEY	
6 PLACE OF BIRTH A State Arizona		B County Maricopa		C Town or City Glendale	
7 STREET ADDRESS OR R.F.D. 4925 West Sandra Terrace		IN CITY LIMITS? 12F YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MOTHER'S MAILING ADDRESS (if different from item 12) 85306	
8 THE INFORMATION LISTED IN ITEMS 1-14 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE		14A PARENT OR INFORMANT'S SIGNATURE <i>Mary La Hayden R.D.</i>		RELATIONSHIP TO CHILD <i>Mother</i>	
9 I ATTENDED THE BIRTH OF THIS CHILD WHO WAS BORN ALIVE AT THE PLACE, TIME, AND DATE ENTERED ABOVE		17A ATTENDANT'S SIGNATURE (Type name below) <i>Laurence M. Novick M.D.</i>		15 TITLE <input checked="" type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> OTHER (specify)	
10 SUPPLEMENTARY ENTRIES		17A Laurence M. Novick, M.D.		16 DATE SIGNED 4-11-79	
11 DATE REGISTERED MAY 7 1979		12 REG FILE NO 8533		13 REGISTRAR'S SIGNATURE <i>Mary Louise</i>	
14 DATE REGISTERED		15 REG FILE NO		16 REG DISTRICT 0702	
17 DATE REGISTERED		18 REG FILE NO		19 DATE REC'D IN STATE OFF JUN 11 1979	

STATE OF ARIZONA } 55
COUNTY OF MARICOPA

DATE ISSUED **OCT 10 1986**

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA issued under the authority of A.R.S. 36-341, and by direction of:

Boyd Dover

BOYD DOVER, Acting Director
Arizona Department of Health Services
State Registrar



This copy not valid unless prepared on safety paper displaying state seal in color and impressed with raised seal of issuing agency.

WARNING: It is illegal to alter or counterfeit this copy.

[REDACTED]

[REDACTED]

[REDACTED]

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

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

NICHOLAS G. CALIA

Full Name (please print)

Signature

08/09/10

Training Completion Date

08/09/15

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

CALIA'S INVESTMENT LLC

Name of Licensee

Back Burner Family Restaurant

Business Name

Liquor License #

Alcohol Training Program Provider Information

Company or Individual Name (please print)

1250 EAST APACHE BLVD. SUITE 111 TEMPE, ARIZONA 85281

Address

Tempe

AZ

85281

(480) 9219925

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEFFREY CARROLL

Name of Trainer (please print)

Trainer Signature

08/09/10

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

10 AUG 19 11:01 AM Lic. Lic. # 2135
Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

NICHOLAS G. CALIA

Full Name (please print)

Signature

08/09/10

Training Completion Date

08/09/13

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

CALIA'S INVESTMENT LLC

Name of Licensee

Back Burner Family Restaurant

Business Name

Liquor License #

Alcohol Training Program Provider Information

Company or Individual Name (please print)

1250 EAST APACHE BLVD. SUITE 111 TEMPE, ARIZONA 85281

Address

Tempe

AZ

85281

(480) 9219925

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEFFREY CARROLL

Name of Trainer (please print)

08/09/10

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

802-553

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AC 12133470

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLEC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLEC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
12133470
(if the location is currently licensed)

1. Check appropriate box -> Controlling Person (Complete Questions 1-19) } Agent
 Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager
Controlling Person or Agent must complete # 21

2. Name: CALIA KEVIN RICHARD
Last First Middle Date of Birth: [redacted]
(NOT a Public Record)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: LONG BEACH CA USA Height: 6-02 Weight: 185 Eyes: BRO Hair: BN
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 928-710-0335

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ____/____/____
(List all for last 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: 1974

8. Telephone number to contact you during business hours for any questions regarding this document. 928-710-0335

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: BACKBURNER Family RESTAURANT Premises Phone: 928-772-9298

11. Physical Location of Licensed Premises Address: 8400 E. LONG MESA DR. PRESCOTT VALLEY YAVAPAI 86314
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
APRIL 07	CURRENT	OWNER OPERATOR	8400 E. LONG MESA DR. PRESCOTT VALLEY AZ 86314
FEBRUARY 2005	APRIL 07	RAM CONSTRUCTION	PRESCOTT VALLEY 86410 PINNACLE PASS PRESCOTT VALLEY AZ 86314

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
FEBRUARY 2002	CURRENT	OWN	7411 VIEWSCAPE DR.	P. U.	AZ	86315

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? YES NO
If you answered YES, how many hrs/day? 4-5, and answer #14a below. If NO, skip to #15.
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, 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 ten (10) years (include only traffic violations 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? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? 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. ~~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 any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

10 AUG 19 11:01 AM '05

20. I, RICHARD KEVIN CALERA, hereby declare that I am the APPLICANT/REPRESENTATIVE (print full name of Applicant) filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[Signature]
OFFICIAL (Signature of Applicant)
BRYAN NICELY
NOTARY PUBLIC - State of Arizona
YAVAPAI COUNTY
My Comm. Expires Dec. 1, 2010
My commission expires on: 1 December 2010
Day Month Year

State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 18 day of August, 2010
Month Year
[Signature]
(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.

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

X _____
Signature of Controlling Person or Agent (circle one)

Print Name
My commission expires on: _____
Day Month Year

10 AUG 19 10:41:13 AM 2009 Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

KEVIN CALIA

Full Name (please print)

Signature

08/09/10

Training Completion Date

08/09/13

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

CALIA'S INVESTMENT LLC

Name of Licensee

Back Burner Family Restaurant

Business Name

Liquor License #

Alcohol Training Program Provider Information

Company or Individual Name (please print)

1250 EAST APACHE BLVD. SUITE 111 TEMPE, ARIZONA 85281

Address

Tempe

AZ

85281

(480) 9219925

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEFFREY CARROLL

Name of Trainer (please print)

08/09/10

Trainer Signature

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.