

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:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 06020017

1. Type of License(s): BAR

2. Total fees attached:

Department Use Only
\$

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Gilbert III Wendell Harrison
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Pizzeria Mimosa, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Pizzeria Mimosa
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 4755 E. Neapolitan Way Hereford Cochise 85615
(Do not use PO Box Number) City County Zip
5. Business Phone: 520-227-8727 Phdug Daytime Contact: Wendell H. Gilbert 520-227-8727
6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO
7. Mailing Address: P.O. Box 669 Hereford AZ 85615
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type bar \$ 25,000 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 200 Application — Interim Permit — Agent Change — Club 24 Finger Prints \$ 224
TOTAL OF ALL FEES

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

Accepted by: [Signature] Date: 3-17-11 Lic. # 06020017

SECTION 5 Interim Permit:

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

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City	State	Zip
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06020017

Issue Date: 1/1/1986

Expiration Date: 6/30/2010

Issued To:

HENRY ESTRADA, Owner

Location:

JALISCO CAFE
353 10TH ST
DOUGLAS, AZ 85607

Bar

Mailing Address:

HENRY ESTRADA
JALISCO CAFE
353 10TH ST
DOUGLAS, AZ 85607



POST THIS LICENSE IN A CONSPICUOUS PLACE

Jerry A. Oliver Sr.
JERRY A. OLIVER, SR.
DIRECTOR

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.: Pizzeria Mimosa, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 07/02/2009 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: 07/07/2009
4. AZ L.L.C. File No: L-1537176-4 Date authorized to do business in AZ: 07/07/2009
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
Gilbert	Wendell	Harrison	member	P.O. Box 669	Hereford, Az-85615

(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
Gilbert	Wendell	Harrison	100	P.O. Box 669	Hereford, Az-85615

(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:

11 MAR 17 Lyr. Dept PM 2:18

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. Person to administer this license: _____
Last First Middle
2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: Estrada Henry Entity: Indiv
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: N/A
(Exactly as it appears on license)
3. Current Business Name: Jalisco Cafe
(Exactly as it appears on license)
4. Current Business Address: Street 353 10th Street
City, State, Zip Douglas, Az 85607
5. License Type: Bar License Number: 06020017 Last Renewal Date: 06/30/09
6. Current Mailing Address: Street 353 10th Street
(Other than business) City, State, Zip Douglas, Az

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, attach fee, and current license to this application.
9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

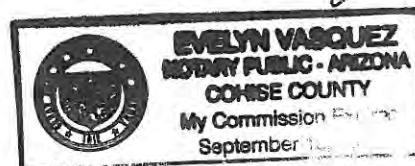
I, Henry Estrada, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

[Signature]
(Signature of CURRENT LICENSEE)

My commission expires on: 9/16/2013

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this
29th day of January, 2010
Day Month Year

[Signature]
(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 Jolisco Cok
(Exactly as it appears on license) Address 353 10th Street W. Douglas, AZ-85607
2. New Business: Name Pizzeria Minosa
(Physical Street Location) Address 4755 E Neapolitan Way Hesperia, AZ-85615
3. License Type: #6 License Number: 06020017
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? Nov 1, 2011 What date do you plan to open? Nov 1, 2011

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: 2.0 miles ft. Name of school Siera Summit Academy
Address 4200 E. Ramsey Rd. Hesperia, AZ-85615
City, State, Zip County Estates, Baptist
2. Distance to nearest church: 2.00 miles ft. Name of church Unity of the Holy Spirit Church
4.62 miles Address 5700 S. Hwy. 92
7487 E. Larkspur Lane Hesperia, AZ-85615
City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Wendell H. Gilbert and Vicki L. Gilbert No. 2 Family LLP
Address P.O. Box 669 Hesperia, AZ-85615
City, State, Zip
- 4a. Monthly rental/lease rate \$ 4,000- What is the remaining length of the lease 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ — or other No penalty
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ -0-
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)? Italian Pizzeria Restaurant and Bar

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 # _____ (exactly as it appears on license) Name _____

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:

Last First Middle and license #: _____
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

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

applicants initials

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

1. Check **ALL** boxes that apply to your business:
- | | | |
|---|--|---|
| ☒ Entrances/Exits | ☒ Liquor storage areas | Patio: ☒ Contiguous |
| ☐ Service windows | ☐ Drive-in windows | ☐ Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
If yes, what is your estimated opening date? 10/01/2011
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.

WB

applicants initials

4. In this diagram please show only the area where alcoholic 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 ↑.

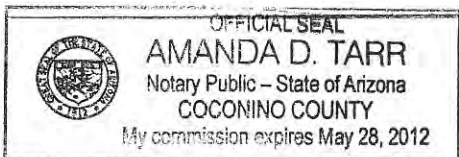
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

"Diagram attached"

SECTION 16 Signature Block

I, Wendell H. Gilbert, Jr.^{applicant}, 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 Wendell H. Gilbert
(signature of applicant listed in Section 4, Question 1)



My commission expires on: May 28, 2012
Day Month Year

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this

15th of March, 2011
Day Month Year

Amanda D. Tarr
signature of NOTARY PUBLIC

Stored
exits

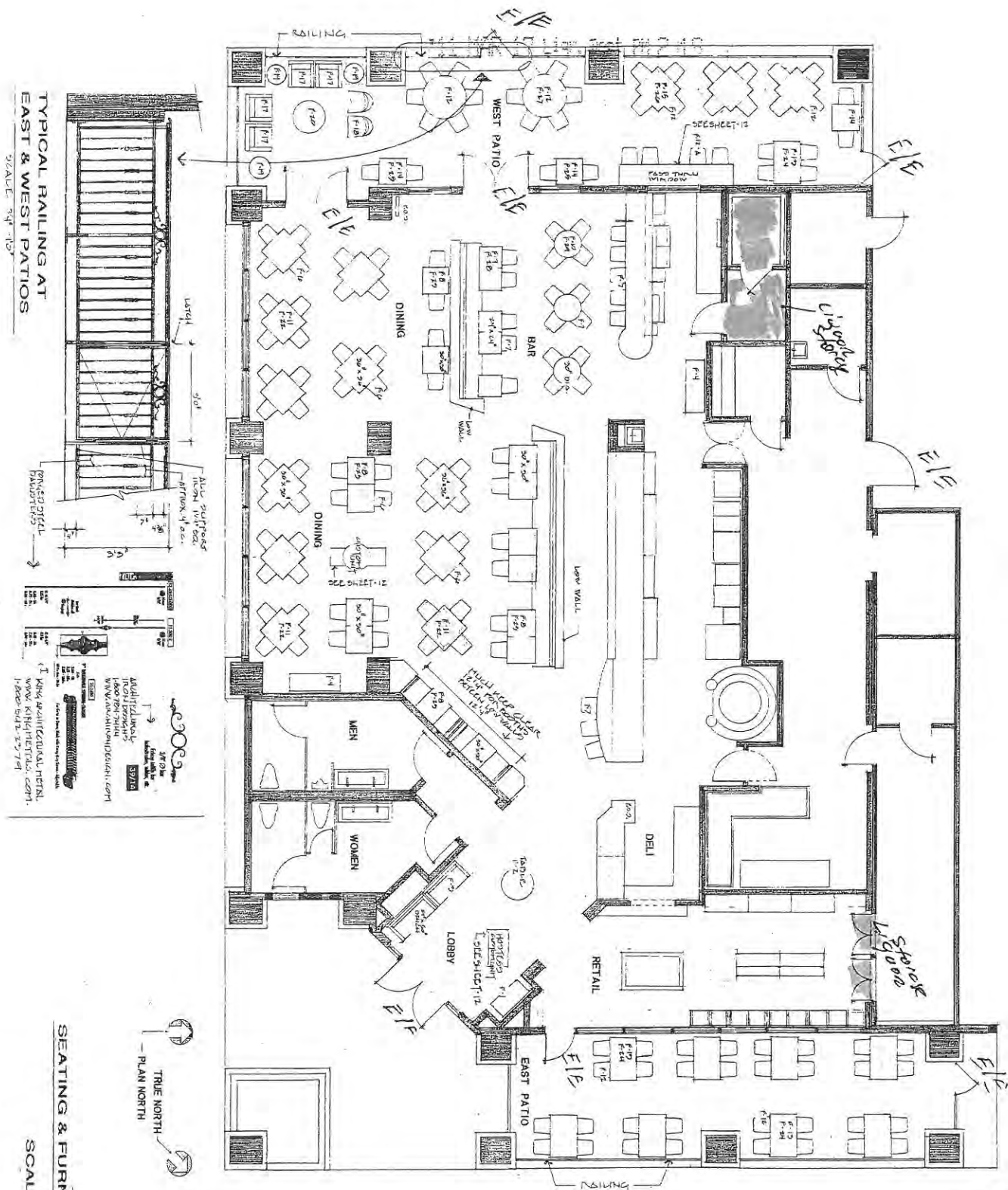
**RENE TINSLEY
ASSOCIATES**
DESIGNERS
RENE TINSLEY
PO Box 5548 Sioux Falls, SD 57105-0548
605-336-0550
RTINSLEY@AISC.COM

PIZZERIA MIMOSA
HEREFORD, ARIZONA



N

SCALE 1/4" = 10'



TYPICAL RAILING AT
EAST & WEST PATIOS

SCALE 34-157

COPY

PURCHASE AGREEMENT

1. The PURCHASER is Pizzeria Mimosa, LLC and the SELLER is Henry Estrada; the total purchase price is Twenty Five Thousand and Zero Dollars (\$ 25,000.00). The property purchased hereunder consists of Cochise County, State of Arizona Liquor License #06020017.

2. Buyer and Seller have the full power and authority to enter into this Agreement and to conclude the transaction described herein and no contract or agreements to which either Buyer or Seller is a party prevents either of them from concluding the transaction described herein nor is the consent of any third party required therefore.

3. Received from Pizzeria Mimosa, LLC the sum of One Thousand and Zero Dollars (\$ 1,000.00) earnest money, in the form of check, as a deposit on the purchase price.

4. The balance of the purchase price of Twenty Four Thousand and Zero Dollars (\$ 24,000.00) shall be deposited by Cashier's Check in escrow no later than 10 working days after Purchase Agreement is accepted by the Seller, at Fidelity National Title Agency, Inc. (Michelle Jolly - Escrow Officer), 6245 E Broadway Suite 200, Tucson, Arizona 85711.

5. Should PURCHASER fail to deposit the balance of the purchase price by 10 days after Purchase Agreement is accepted by the Seller, then this contract shall terminate and the One Thousand and Dollar (\$1,000.00) earnest money shall be disbursed to SELLER.

6. Fidelity Title is authorized and directed to conduct a search with the Cochise County Recorder, Arizona Secretary of State (ICCU liens search), Arizona Superior Courts, the Arizona Department of Revenue ("ADOR") (to the extent permissible under law) and the Arizona Department of Liquor License and Control for possible liens or other adverse interests or actions. Escrow holder is authorized to draw the necessary escrow instructions for consummation of this transaction. PURCHASER and SELLER agree to execute all documents necessary to consummate this transaction. All escrow costs, including search, shall be divided equally between SELLER and PURCHASER.

7. Close of escrow shall be within ten (10) working days after this agreement is accepted by Seller.

8. SELLER warrants and represents to PURCHASER that said license is in good standing and that there are no revocation or

suspension proceedings against said license, that said license is capable of being transferred legally to a qualified transferee, that SELLER will not commit to any actions that will be grounds for revocation or suspension prior to the time of closing, that the license has no current or pending lawsuits against it and that the license will be free and clear of all debts, liens, taxes and encumbrances. Any State Tax or City Tax's owed on this license will be paid thru Escrow from the Seller's proceeds.

9. PURCHASER agrees that he is totally responsible for the location to location and person-to-person transfer of this license and all associated transfer fees and diligently will pursue this transfer.

10. This offer is contingent upon SELLER'S warranties and representations in Paragraph 8 above and if said representations and warranties are not true and evident on the closing date, the funds in escrow will be returned to PURCHASER and this contract shall be terminated.

11. Any commissions due SELLER'S broker shall be paid by SELLER out of SELLER'S proceeds at close of escrow. PURCHASER is not responsible for any brokerage fees or commissions.

12. Pursuant to State Liquor License requirements, the SELLER, upon acceptance of this agreement, hereby agrees to surrender its original liquor license to the Arizona Department of Liquor License and Control or to the Buyer at Close of Escrow. The Purchaser agrees to supply the Arizona Department of Liquor License and Control with a notarized copy of the Bill of Sale within seven working days of close of Escrow.

13. Any funds due the State Liquor Department as a result of this license being on inactive status or annual renewal not completed will be the responsibility of the SELLER until Close of Escrow. From that time until license transfer is approved by the Arizona Department of Liquor License and Control any inactive fees will be the Buyers responsibility. There are no inactive fees due on this license and it is licensed thru 6/31/10.

14. This agreement constitutes the entire agreement between the parties and any modification must be in writing and signed by all of the parties hereto.

15. When signed by PURCHASER, this deposit receipt is an offer on the part of PURCHASER to purchase the above license on the terms stated and, should the SELLER fail to accept this offer by his signature hereon prior to 5:00 p.m., January 26, 2010 the PURCHASER shall revoke this offer and deposit will be returned by

Broker to PURCHASER.

11 MAR 17 11:47 AM '19

16. SELLER irrevocably authorizes escrow agent to pay such fee to Broker as denoted in Commission agreement, or 50% of the deposit in case such deposit is forfeited by PURCHASER, provided such payment shall not exceed the full amount of Broker's fee in cash at close of escrow, all in accordance with the signed Listing Agreement, if any, previously entered into by Broker and SELLER, or _____.

17. Upon SELLER(s) acceptance of this offer to purchaser, SELLER(s) does/do hereby direct Broker not to advise or present SELLER(s) with any subsequent offer(s) received by Broker until after forfeiture by the PURCHASER or other nullification of this Purchase contract.

18. Corporate Resolution. Seller/Buyer shall, if applicable at the Close of Escrow, deliver to the Escrow Agent a duly executed copy of its Corporate Resolution or if an L.L.C. a Resolution signed by all Members or by the Manager(s) with the authority to bind the company, authorizing the transaction described herein, which said Resolution shall form a part of this Agreement.

AS TO PURCHASER: By signing this agreement, PURCHASER acknowledges that Broker has not verified, and will not verify, the representations of SELLER and should any such representations be untrue, PURCHASER agrees to look solely to SELLER for relief and to indemnify Broker and holder Broker harmless in connection with all losses and damages caused PURCHASER thereby.

AS TO SELLER: SELLER acknowledges that Broker has made no representations concerning the credit-worthiness or ability of PURCHASER to complete this transaction, relies solely on PURCHASER representations and not Broker with respect thereto.

PURCHASER and SELLER individually acknowledge receipt of a copy of this agreement. This is a legally binding document. Read it carefully. If you do not understand it, consult an attorney. Broker is not authorized to give legal advice.

PURCHASER hereby agrees to buy on the terms set forth above.

Dated 1-21-2010 AT 2:55 P.m.

Purchaser Pizzeria Mimosa, LLC Wendell Gilbert
By Wendell Harrison Gilbert 111, its member

Home Address P.O. Box 669 City Hanford State AZ

Home Telephone Number (520) 227-8727 Zip 85615

SELLER hereby agrees to sell on the terms set forth above, and to pay a Broker's Commission as per separate agreement.

Dated _____ AT _____ .m.

Seller _____

Seller _____

Corporate Name _____

Address _____

City, State, Zip _____

Telephone () _____

By _____
Kane Business Brokers

Notary Acknowledgment to
Bill of Sale

11 MAR 17 Mon. Dept REC 49

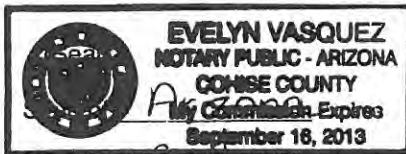
State of Arizona

County of Cochise

The foregoing document was acknowledged before me this 29th day of January, 2010;

by Henry Estrada, the Individual of

a _____, on behalf of the _____.

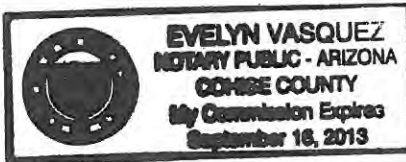


Evelyn Vasquez
Notary Public

County of Cochise

The foregoing document was acknowledged before me this 29th day of January, 2010;

by Evelyn Vasquez Notary Public.



Evelyn Vasquez
Notary Public

COPY

BILL OF SALE

11 MAR 17 11:47 AM 2010

Date: January 25, 2010
Escrow No.: FNT1008636-FT50
Property Address:
Liquor License No. 06020017, , Arizona

For a valuable consideration paid and received Henry Estrada
hereby sells and conveys to Pizzeria Mimosa, LLC, an Arizona Limited Liability Company

his executors, administrators and assigns the following property:

State of Arizona Liquor License Number 06020017

Sellers for his heirs, executors and administrators, covenants and agrees to warrant and defend this sale of said property, goods, and chattels, against all and every person and persons claiming the same.

Date: 1/29/10
Henry Estrada
Henry Estrada

COPY

AZ CORPORATION COMMISSION
FILED

AZ Corp. Commission



02833421

JUL 2 2009

FILE NO. L-1537176-F

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION

NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "LLC", "L.C.", "LLC.", or "L.C.". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.LLC", "P.L.C.", "P.LLC.", or "P.L.C."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX, then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

Select one. This form may be used for:

- ☒ ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)
☐ ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §28-341.01)

1. The name of the organization:

- A. _____
LLC Name Reservation File Number (if one has been obtained). If not, leave this line blank
- B. Pizzeria Minosa, LLC
Limited Liability Company Name

2. Known place of business in Arizona (if address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address PO Box 668
City Maricopa State Arizona Zip 85138

3. The name and street address of the statutory agent in Arizona

Name Alpha Legal Forms & More, Inc.
Address 4500 E. Speedway Blvd., Suite 31
City Tucson State AZ Zip 85712

Acceptance of Appointment by Statutory Agent:

I Alpha Legal Forms & More, Inc., having been designated to act as
(Print Name of the Statutory Agent)

Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: _____

Alpha Legal Forms & More, Inc.

By: Kermit Burton, President

If signing on behalf of a company, please print the company name here.

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DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

6. The latest date, if any, on which the company must dissolve. If a dissolution date should include the month, day and year. Perpetual means continuing forever or indefinitely.

8. Check which management structure will be applicable to your company. Provide name, title and address for each person.

8A. If reserved to the member(s), check the member's box and provide the name(s) and address (es) of each member. NOTE: If reserved to the member(s) you cannot list any manager.

8B. If vested in manager(s) check the manager's box and provide the name(s) and address (es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

6. Dissolution: The latest date of Dissolution

- ☐ The latest date to dissolve ____ / ____ / ____ (Please enter month, day and four digit year)
- ☒ The Limited Liability Company is Perpetual

8. Management Structure: (Check one box only) A.R.S. §29-632(5)

A. ☒ RESERVED TO THE MEMBER(S) IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.	
B. ☐ VESTED IN MANAGER(S) IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.	
Name <u>Wendell H. Gilbert</u> ☒ Member ☐ Manager (only if "B" is selected above) Address: <u>PO Box 608</u> City, <u>Hereford</u> State, <u>Arizona</u> Zip: <u>85615</u> Name _____ ☐ Member ☐ Manager (only if "B" is selected above) Address: _____ City, _____ State, _____ Zip: _____	Name _____ ☐ Member ☐ Manager (only if "B" is selected above) Address: _____ City, _____ State, _____ Zip: _____ Name _____ ☐ Member ☐ Manager (only if "B" is selected above) Address: _____ City, _____ State, _____ Zip: _____
IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.	

Executed this 29th day of June, 2008

Executed by: [Signature] Print Name _____

LegalZoom.com, Inc., a California corporation, Organizer
By: Wendell H. Gilbert, Assistant Secretary

If signing on behalf of a company, please print the company name here.

Phone Number: (323) 962-8600 X. 529 Fax Number: (323) 962-8300

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Pizzeria Mimosa, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Pizzeria Mimosa, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Arizona Limited Liability Company Act. The articles of organization of the Company filed with the Arizona Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Arizona Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Pizzeria Mimosa, LLC, an Arizona limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

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ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Arizona law.

3.3 Limitations on Distributions. The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the Company would exceed the fair value of the assets of the Company, except that:

a. Liabilities to Members and former Members under sections 29-703 and 29-707 of the Arizona Limited Liability Company Act and liabilities for which the recourse of creditors is limited to specified property shall be excluded.

b. The fair value of property subject to a liability for which the recourse of creditors is limited to specified property shall be included in the assets of the Company only to the extent that the fair value of the property exceeds that liability.

ARTICLE 4: MANAGEMENT

4.1 **Management.** The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Arizona law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 **Banking.** The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;

(b) A copy of the articles of organization and any amendments;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and

(d) An original executed copy or counterparts of this agreement and any amendments.

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5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. Wendell H. Gilbert shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Arizona law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Arizona law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Arizona law, including by conference telephone or similar communications equipment. Notice to any meeting may be waived with a signed waiver. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which

acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The written consent to dissolve by more than one-half of the Members and by one or more Members who on dissolution and liquidation of the assets of the limited liability company would be entitled to receive assets valued at more than one-half of the value of all assets distributed to all Members on liquidation.

(b) Entry of a judgment of dissolution under Section 29-785 or an administrative dissolution under Section 29-786 of the Arizona Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its

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equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Arizona. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

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10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

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IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: July 12, 2009

W. H. Gilbert
Wendell H. Gilbert

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EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Wendell H. Gilbert	\$1,000.00	100%

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EXHIBIT B

OFFICERS

The following person(s) are elected as officers of the Company:

None.

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EXHIBIT C

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of Pizzeria Mimosa, LLC as if the undersigned was a signatory thereof.

(Signature)

Name: _____

Date: _____

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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 DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. 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 #

06020017

(If the location is currently licensed)

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

2. Name: Giberti Wendell Harrison Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: Lawton Oklahoma USA Height: 6'2" Weight: 185 Eyes: Brown Hair: Gray
City State Country (not county)

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Giberti Vick L Behan 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: 1983

8. Telephone number to contact you during business hours for any questions regarding this document. 520-227-8727

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: Pizzeria Mimosa Premises Phone: 520-248-8464

11. Physical Location of Licensed Premises Address: 4755 E. Neapolitan Way Hayford Cochise 85615
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)
1983	CURRENT	owner/President	Siena Vista Insurance Agency, Inc. 197 E. Fry Boulevard Siena Vista, AZ 85635

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
2006 1986	CURRENT	Own	8199 Furlong	Hayford	AZ	85615
1996	2006	Own	3648 E. Atsina	Siena Vista	AZ	85635



17 Lic. Lic. #227

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 06020017
 Ownership Name: Pizzeria Mimosa, LLC
 (as listed on the current liquor license application or renewal application)

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

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

 APPLICANT'S NAME (Print or type) Wendell Harrison Gilbert ^{III} DATE 3/17/2011

 TYPE OF APPLICATION (check one) ☒ INITIAL APPLICATION ☐ RENEWAL

 TYPE OF LICENSE #6

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

 A. Are you a citizen or national of the United States? (check one) ☒ Yes ☐ No

 B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
 City Lawton State (or equivalent) Oklahoma Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

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.


APPLICANT'S SIGNATURE

3/17/2011
TODAY'S DATE
11 MAR 17 09:04 PM '07

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

the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

- (2) Evidence of civil service employment by the U.S. government before June 1, 1976;
- (3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parents(s);
- (4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
- (5) Adoption finalization papers showing the applicant's name and place of 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), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State-or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
- (6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital 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);

c. Collective Naturalization

If the applicant cannot present one of the documents listed in (a) or (b) above, the following will establish U.S. citizenship for collectively naturalized individuals:

Puerto Rico:

- Evidence of birth in Puerto Rico on or after April 11, 1899 and the applicant's statement that he or she was residing in the U.S., a U.S. possession or Puerto Rico on January 13, 1941; or
- Evidence that the applicant was a Puerto Rican citizen and the applicant's statement that he or she was residing in Puerto Rico on March 1, 1917 and that he or she did not take an oath of allegiance to Spain.

U.S. Virgin Islands:

- Evidence of birth in the U.S. Virgin Islands, and the applicant's statement of residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927;
- The applicant's statement indicating resident in the U.S. Virgin Islands as a Danish citizen on January 17, 1917 and residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927, and that he or she did not make a declaration to maintain Danish citizenship; or
- Evidence of birth in the U.S. Virgin Islands and the applicant's statement indicating residence in the U.S., a U.S. possession or territory or the Canal Zone on June 28, 1932.

Northern Mariana Islands (NMI) (formerly part of the Trust Territory of the Pacific Islands (TTPI)):

- Evidence of birth in the NMI, TTPI citizenship and residence in the NMI, the U.S., or a U.S. territory or possession on November 3, 1986 (NMI local time) and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time);
- Evidence of TTPI citizenship, continuous residence in the NMI since before November 3, 1981 (NMI local time), voter registration prior to January 1, 1975 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time); or
- Evidence of continuous domicile in the NMI since before January 1, 1974 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time). Note: If a person entered the NMI as a nonimmigrant and lived in the NMI since January 1, 1974, this does not constitute continuous domicile and the individual is not a U.S. citizen

d. Derivative Citizenship

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

Applicant born abroad to two U.S. citizen parents: Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant

to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

Applicant born out of wedlock abroad to a U.S. citizen mother: Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

Applicant born in the Canal Zone or the Republic of Panama:

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

e. Adoption of Foreign-Born Child by U.S. Citizen

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

f. U.S. Citizenship By Marriage

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR

The documents listed below that are registration documents are indicated with an asterisk (*).

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

- *Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on *I Form I-94.

Asylee

- * Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- *Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- * Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

Refugee

- * Form I-94 annotated with stamp showing admission under § 297 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)", or
- * Form I-766 (Employment Authorization Document) annotated "A3"

Alien Paroled Into the U.S. for a Least One Year

- * Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

Alien Whose Deportation or Removal Was Withheld

- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- * Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

Alien Granted Conditional Entry

- * Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3."

Cuban/Haitian Entrant

- * Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on * Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty

- U.S. Citizenship and Immigration Service petition and supporting documentation

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

- * Form I-94 with stamp showing authorized admission as nonimmigrant

c. Alien Paroled into U.S. for Less than One Year

Evidence includes:

- * Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA