



16 OCT 7 11:41 AM Dept PH 4 37

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

Application for Liquor License
Type or Print with Black Ink

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

- SECTION 1** This application is for a:
- Interim Permit (Complete Section 5)
 - New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
 - Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
 - Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
 - Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
 - Government (Complete Sections 2, 3, 4, 10, 13, 16)
 - Seasonal

- SECTION 2** Type of Ownership:
- J.T.W.R.O.S. (Complete Section 6)
 - Individual (Complete Section 6)
 - Partnership (Complete Section 6)
 - Corporation (Complete Section 7)
 - Limited Liability Co (Complete Section 7)
 - Club (Complete Section 8)
 - Government (Complete Section 10)
 - Trust (Complete Section 6)
 - Tribe (Complete Section 6)
 - Other (Explain) _____

SECTION 3 Type of License

1. Type of License: Beer & Wine Store #10 LICENSE # 10076822

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Murrieta ROSAS Alexiss Salvador P1077027
Last First Middle
2. Owner Name: Alexiss Salvador Murrieta M & R Enterprise, LLC B1057525
(Ownership name for type of ownership checked on section 2)
3. Business Name: M&R Enterprise LLC Corlier Mark
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 8268 West Deer Valley Road, Peoria Arizona 85382 Maricopa B1023069
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: _____
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 6235660357 Daytime Contact Phone: _____
7. Email Address: _____

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

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

Fees: \$ <u>100.00</u>	\$ <u>100.00</u>	Department Use Only	\$ <u>3500</u>	\$ <u>23500</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: _____ Date: <u>10/7/17</u> License # <u>10076822</u>				

SECTION 5 Interim Permit

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

1. Enter license number currently at the location: 10076062

2. Is the license currently in use? Yes No If no, how long has it been out of use? 08-2016

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

I, <u>Artur Singh Gahlia</u> declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location. (Print Full Name)	
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____ County of _____ The foregoing instrument was acknowledged before me this _____ Day of _____ Month, _____ Year
My commission expires on: _____ Date	_____ Signature of NOTARY PUBLIC
See Attached Lease Agreement and Letter from landlord.	

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

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

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

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

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Deer Valley 8268 LLC
8924 E. Pinnacle Peak Rd., Ste G-5-554
Scottsdale, AZ 85255

October 7, 2016

To whom it may Concern:

Regarding: M&R Enterprise LLC/Alexiss S. Murrieta

Please be advised that the previous tenant (Preet Co., LLC) has vacated the property and Alexiss Murrieta, a member of M&R Enterprise, LLC is the current tenant at our store located at 8268 West Deer Valley Road in Peoria, Arizona and owned by Deer Valley 8268 LLC.

Sincerely,

A large black rectangular redaction box covering the signature area.

Marianne Maughan
Deer Valley 8268 LLC

A handwritten signature in blue ink, appearing to be 'M' or 'Maughan'.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2016 by and among PREET CO., LLC ("Assignor"), an Arizona limited liability company, M&R ENTERPRISE, LLC ("Assignee"), an Arizona limited liability company, DEER VALLEY 8268, LLC ("Landlord"), an Arizona limited liability company, and ARIZONA HAULING, LLC ("Jobber"), an Arizona limited liability company.

RECITALS

A. Landlord, as landlord, and Assignor, as tenant, are parties to that certain "Lease" agreement dated on or about March 28, 2015 (as amended, the "Lease"), a copy of which is attached hereto as Exhibit "A."

B. Pursuant to the Lease, Assignor leases from Landlord certain premises utilized as a retail gasoline sales facility and convenience store located at 8268 W Deer Valley Road Peoria, Maricopa County, Arizona 85382, and as more particularly described in Section 1 of the Lease (the "Premises").

C. As more particularly described in Section 2 of the Lease, as part of the Lease, Assignor acquired certain of Landlord's (i) business as a retail gasoline sales facility and convenience store; (ii) petroleum inventory located at the Premises; and (iii) non-petroleum inventory (*i.e.* store supplies, food service ingredients, and paper goods) (the "Business Sale").

D. Jobber and Assignor are parties to that certain "Dealer Supply Agreement" dated on or about March 31, 2015 (as amended, the "Supply Agreement"), a copy of which is attached hereto as Exhibit "B."

E. Pursuant to the Supply Agreement, Jobber agreed to supply Assignor, and Assignor agreed to purchase from Jobber, certain petroleum products, as more particularly described in the Supply Agreement.

F. On or around the dates Assignor entered into the Lease and Supply Agreement, Pavittar Singh ("Singh") and Avtar Singh Gahlla, ("Gahlla"), entered into "Guarant[ies]," guaranteeing Assignor's performance under the Lease and Supply Agreement (jointly, the "Preet Co. Guaranties").

G. Pursuant to Section 13 of the Lease, Assignee shall not assign nor sublease the Premises without the express written consent of Landlord, said consent being within the sole, absolute and exclusive discretion of Landlord.

H. Pursuant to Section 16 of the Supply Agreement, Assignor shall not assign its interest in the Supply Agreement in whole or in part without the written consent of Jobber; such consent not to be unreasonably withheld.

I. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, as of October 1, 2016 (the "Sale Date"), all of Assignor's rights and obligations under the Lease and the Supply Agreement, on the terms set forth below.

J. In consideration of (i) Assignee assuming all of Assignor's rights and obligations under the Lease and the Supply Agreement, and (ii) Alexis Salvador Murrieta Rosas ("Rosas") executing the Rosas Guaranties (defined herein), Landlord and Jobber agrees to release (i) Assignor from all liabilities under the Lease and the Supply Agreement, and (ii) Singh and Gallah from all liabilities under the Preet Co. Guaranties, as of the Sale Date, except as set forth herein, and upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows, effective as of the Sale Date:

1. Assignment. Assignor assigns, transfers, and conveys to Assignee all of Assignor's rights, title, obligations, and interest in, to and under the Lease and the Supply Agreement.

2. Assumption; Bound as an Original Party.

(a) Assignee unconditionally assumes and shall promptly, fully, completely, and faithfully keep, fulfill, observe, perform, and discharge each and every covenant and obligation that may accrue and become performable, due or owing under the Lease and the Supply Agreement on Assignor's part to be performed.

(b) Assignee shall perform the obligations of Assignor under the Lease and the Supply Agreement and Assignee shall be bound by all of the terms and conditions of the Lease and the Supply Agreement in every way as if Assignee were originally a party thereto as tenant/lessee/contract counterparty.

3. Deposits.

(a) The Lease. On or before the Sale Date, Assignee shall deliver in cash or via electronic funds transfer the sum of Seven Thousand and Five Hundred Dollars (\$7,500.00) as a "Security Deposit" that shall be held by Landlord, without liability to Assignee for interest thereon, as security for the full and faithful performance by Assignee of each and every term, covenant, and condition of the Lease on the part of Assignee to be observed and performed. The Security Deposit shall be treated in the manner specifically set forth in Section 5 of the Lease.

(b) The Supply Agreement. To secure the financial obligations to Jobber, on or before the Sale Date, Assignee shall pay to Jobber a "Business Risk Deposit" in an amount to be determined by Jobber, but no less than Twenty-Five Thousand and no/100 Dollars (\$25,000.00). Jobber shall not be required to keep the Business Risk Deposit separate from its general funds, and Jobber shall be entitled to any interest on such Business Risk Deposit. The

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"rejection" and/or "termination" in any of said proceedings), but in all other respects identical with the Supply Agreement, Guarantor shall do so as the named "Purchaser" under such new Supply Agreement (irrespective of the fact that the existing Supply Agreement may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new Supply Agreement as therein provided, without limiting any of the legal or equitable remedies of Jobber on account of such failure or refusal, Guarantor agrees that Jobber shall have the right to obtain a decree of specific performance against Guarantor.

Guarantor further agrees that, to the extent Purchaser, any other person or entity, or any Guarantor makes a payment or payments to Jobber under the Supply Agreement or this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Purchaser or Guarantor or their respective estate, trustee, receiver, or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced, or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

To the extent permitted by applicable law, Guarantor further waives and agrees not to assert: (i) any right to require Jobber to proceed against Purchaser, one or more of the Guarantors, if there shall be more than one guarantor, or any other guarantor, proceed against or exhaust any collateral held as security for any part of the payments due under the Supply Agreement, or pursue any other remedy in Jobber's power whatsoever; (ii) the benefits of the provisions of A.R.S. §§ 12-1641 and 42, *et seq.* and Ariz. R. Civ. P. 17(f), which set forth certain rights and obligations among guarantors, debtors and creditors, to the extent applicable; (iii) any defense arising by reason of any disability or other defense of Purchaser or by reason of the cessation of, or unenforceability of, the liability of Purchaser for all or any part of the payments from any cause whatsoever (other than payment in full); (iv) recourse to any guaranty or suretyship defenses; (v) all rights and privileges Guarantor might otherwise have to require Jobber to pursue any other remedy available to Jobber in any particular manner or order; or (vi) any implied right of reimbursement or contribution from Purchaser or any other claim against Purchaser at law or in equity. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Purchaser, the Guarantor, or both.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Jobber and are binding upon the respective successors and assigns of Guarantor.

Until all obligations due under the Supply Agreement have been satisfied and performed in full, all of the rights, privileges, powers, and remedies granted to Jobber hereunder shall continue to exist and may be exercised by Jobber at any time and from time to time irrespective of the fact that any of the said obligations under the Supply Agreement may have become barred

by any statute of limitations. Guarantor expressly waives the benefit of any and all statutes of limitation, to the maximum extent permitted by applicable law.

If Guarantor fails to make any payment due and required to be made by it under this Guaranty ("Payment"), then, to the extent permitted by law, such Payment shall bear interest from the due date thereof until paid at the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law (the "Default Rate"). Guarantor agrees to pay interest accrued hereunder in respect of any Payment on demand. All computations of interest hereunder will be made by Jobber on the basis of a year of 360 days and based upon the actual number of days elapsed (including the first day but excluding the last day).

Guarantor hereby makes the following representations, warranties, and covenants which survive the execution and delivery of this Guaranty: (i) Guarantor has the legal power to conduct its business as now conducted and to enter into and perform the provisions of this Guaranty, (ii) the execution, delivery, and performance of this Guaranty by Guarantor does not contravene (a) any existing law or any legal order applicable to, license, or permit granted to Guarantor, or (b) any agreement or instrument to which Guarantor is a party or to which it or any of its assets is subject; (iii) Guarantor (a) is not, and will not as a result of the execution and delivery of this Guaranty be rendered insolvent, and (b) does not intend to incur, or believe it is incurring, obligations beyond its ability to pay; (iv) this Guaranty is a legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, (v) no approval of any governmental entity or any other person is required for the execution, delivery, and performance by Guarantor of this Guaranty; and (vi) there are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

This Guaranty and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Arizona. Guarantor and Jobber agree that any dispute arising out of this Guaranty shall be subject to the jurisdiction of both the state and federal courts in the State of Arizona. For that purpose, Guarantor hereby submits to the jurisdiction of the state and federal courts of the State of Arizona. Guarantor further agrees to accept service of process out of any of the aforesaid courts in any such dispute by registered or certified mail addressed to Guarantor. Nothing herein contained, however, shall prevent Jobber from bringing any action or exercising any rights against (i) Purchaser; (ii) any security; (iii) Guarantor; (iv) any other guarantors; or (v) the assets of Guarantor, within any other state or jurisdiction.

Guarantor hereby agrees that the enumeration of Jobber's rights and remedies set forth in this Guaranty is not intended to be exhaustive and the exercise by Jobber of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and shall be in addition to any other right or remedy given hereunder or under any other agreement between the parties, or which may now or hereafter exist at law or in equity or by suit or otherwise. No delay on the part of Jobber in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude other or further exercise thereof or the exercise of any other right, power, or privilege shall be construed to be a waiver of any default. No course of dealing between

Guarantor and Jobber, or any of Jobber's agents or employees shall be effective to change, modify, or discharge any provision of this Guaranty or to constitute a waiver of any default.

For all payments made and obligations to be performed under this Guaranty, time is of the essence.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Jobber in writing, and no cancellation of this Guaranty will be valid unless executed by Jobber in writing.

Guarantor agrees to pay to Jobber all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Jobber in the enforcement of this Guaranty, whether or not an action is filed in connection therewith, and/or in connection with any waiver or amendment of any term or provision hereof. All advances, charges, costs, and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Jobber in exercising any right, privilege, power, or remedy conferred by this Guaranty, or in the enforcement or attempted enforcement thereof, shall be subject hereto and shall become a part of the obligations due under this Guaranty and shall be paid to Jobber by Guarantor, immediately upon demand, together with interest thereon at the Default Rate.

This Guaranty and the duties and obligations of Guarantor hereunder: (i) shall be fully assignable, in whole or in part, and transferable by Jobber; (ii) may not be delegated or transferred by Guarantor without the prior written consent of Jobber, which consent may be withheld or delayed by Jobber in its sole discretion; and (iii) shall inure to the benefit of, and be enforceable by, Jobber and its successors and/or assigns and the duties and obligations of Guarantor shall bind Guarantor and Guarantor's successors and/or permitted assigns.

Whenever possible this Guaranty and each provision hereof shall be interpreted in such manner as to be effective, valid, and enforceable under applicable law. Any provisions of this Guaranty which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition, any determination that the application of any provision hereof to any person or under any circumstance is illegal and unenforceable shall not affect the legality, validity, and enforceability of such provision as it may be applied to any other person or in any other circumstance.

All capitalized terms used herein which are not otherwise defined in this Guaranty shall have the same meaning ascribed to those terms in the Supply Agreement.

If Purchaser's obligations are void or voidable due to illegal or unauthorized acts by Purchaser in the execution of the Supply Agreement, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of Purchaser had been enforceable against Purchaser.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JOBBER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER PARTY HERETO OR THEIR RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

GUARANTOR HEREBY ACKNOWLEDGES AND AGREES THAT GUARANTOR MAKES ALL OF THE WAIVERS, AGREEMENTS AND CONSENTS ("WAIVERS") SET FORTH IN THIS GUARANTY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS COUNSEL. GUARANTOR FURTHER ACKNOWLEDGES THAT SUCH WAIVERS ARE A MATERIAL INDUCEMENT TO JOBBER TO ENTER INTO THE SUPPLY AGREEMENT AND THAT JOBBER WOULD NOT HAVE ENTERED INTO THE SUPPLY AGREEMENT WITHOUT SUCH WAIVERS. GUARANTOR ACKNOWLEDGES THAT HE HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE TO BE CAPABLE OF EVALUATING THE RISKS OF THIS GUARANTY. IF ANY OF THE WAIVERS HEREIN ARE DETERMINED TO BE UNENFORCEABLE UNDER APPLICABLE LAW, SUCH WAIVERS SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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shall be the property of Assignee, except that Assignor shall be compensated therefrom for any damages sustained by Assignor as a consequence of such default or breach on the part of Jobber.

16. Notices. Any notice, demand, consent, approval, direction, agreement, or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

If to Assignor: Preet Co., LLC
c/o Mr. Gulshan Bajwa
[REDACTED]
[REDACTED]

with copy to: Mr. Pavittar Singh
[REDACTED]
[REDACTED]

and with copy to: Mr. Avtar Singh Gahlla
[REDACTED]
[REDACTED]

If to Assignee: M&R Enterprise, LLC
c/o Mr. Alexiss Salvador Murrieta Rosas
[REDACTED]
[REDACTED]

If to Landlord: Deer Valley 8268, LLC
c/o Mr. Mark Murgash
[REDACTED]
[REDACTED]

with copy to: Cody J. Jess, Esq.
Schian Walker, P.L.C.
[REDACTED]
[REDACTED]

If to Jobber: Arizona Hauling, LLC
c/o Mr. Mark Murgash
[REDACTED]
[REDACTED]

with copy to: Cody J. Jess, Esq.
Schian Walker, P.L.C.
[REDACTED]
[REDACTED]

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IN WITNESS THEREOF, the undersigned have set their hands and affixed their seals the day and year above written.

Signed, sealed and delivered in the presence of:

GUARANTOR, an Arizona resident

[Redacted signature]

Alex S. Murrieta
[PRINTED NAME]

Soc. Sec. No. 600 23 6951

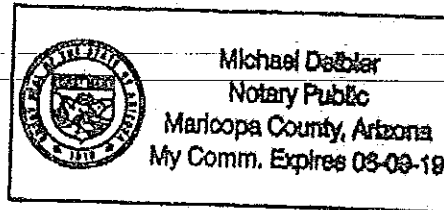
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1 day of October, 2016, by Alexiss Salvador Murrieta Rasas.

[Redacted signature]

Notary Public

My Commission Expires: 6-9-2019



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EXHIBIT "D"

GUARANTY

Maricopa County, Arizona

Date: October 1, 2016

FOR VALUE RECEIVED, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and in consideration of the "Assignment and Assumption Agreement" dated October 1, 2016, wherein Arizona Hauling, LLC, an Arizona limited liability company, as supplier (together with its successors and assigns, the "Jobber") consents to the assignment to M&R Enterprise, LLC ("Purchaser") of a "Dealer Supply Agreement" dated March 31, 2015 between Preet Co., LLC, an Arizona limited liability company ("Preet Co."), and Jobber for Preet Co.'s purchase and Jobber's sale of certain petroleum products (the "Supply Agreement"). The undersigned, Alexiss Salvador Murrieta Rosas ("Guarantor") hereby absolutely, unconditionally, and irrevocably guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of all obligations, liabilities, and indebtedness of the Purchaser to the Jobber, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due under the Supply Agreement or otherwise.

The validity of this Guaranty and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearances, releases, settlements, or compromises between Jobber and Purchaser or any other guarantor, by reason of any waiver of or failure to enforce any of the rights and remedies reserved to Jobber in the Supply Agreement or otherwise; (ii) the invalidity, illegality, or unenforceability of the Supply Agreement for any reason whatsoever; (iii) the relief or release of Purchaser or any other guarantor from any of their obligations under the Supply Agreement by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation, or dissolution of Purchaser or any other guarantor or the rejection of or assignment of the Supply Agreement in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; (iv) the release, surrender, exchange, subordination, deterioration, waste, loss, or impairment (including, without limitation, negligent, willful, unreasonable, or unjustifiable impairment) of any collateral securing the Supply Agreement; or (v) any other act or omission of Jobber or Purchaser which would otherwise constitute or create a legal or equitable defense in favor of Guarantor.

Guarantor represents and warrants that he is an unmarried man domiciled in the State of Arizona, and is the sole manager and member of Purchaser, the entity that is assuming the Supply Agreement from Preet Co., and as such, that Guarantor has a material economic interest in Purchaser and that the execution of this Guaranty will be of direct benefit to Guarantor. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Supply Agreement, any assignment or transfer by Jobber, any assignment or transfer by Purchaser, any change in the status, composition, structure, or name of Purchaser or Guarantor, and as to any assignee of any Purchaser's interest under the Supply Agreement.

If Guarantor, directly or indirectly, advances any sums to Purchaser, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Purchaser under the Supply Agreement. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title, or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Jobber may have against Purchaser, unless and until all of the obligations then payable or performable by Purchaser under the Supply Agreement have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Jobber under the Supply Agreement and this Guaranty.

Wherever reference is made to the liability of Purchaser in the Supply Agreement, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Purchaser. The liability of Guarantor for the obligations of the Supply Agreement shall be primary; in any rights of action which accrues to Jobber under the Supply Agreement, Jobber may proceed against any individual Guarantor, all Guarantors and/or Purchaser, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against any Purchaser. This is a guaranty of payment and not of collection, and Guarantor hereby waives any obligation on the part of Jobber to enforce the terms of the Supply Agreement against Purchaser as a condition to Jobber's right to proceed against Guarantor.

Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Supply Agreement and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Supply Agreement; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Jobber, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs whether incurred before, during or after trial or on appeal.

Guarantor agrees that in the event that Purchaser shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement, or other relief under any present or further provision of the Bankruptcy Reform Act of 1978, or if such a petition be filed by creditors of said Purchaser, or if Purchaser shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or part of its property and assets is appointed by any state or federal court, no such proceeding or action taken therein shall modify, diminish, or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Supply Agreement shall be of the same scope as if Guarantor executed the Supply Agreement as the named purchaser thereunder and no "rejection" and/or "termination" of the Supply Agreement in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Jobber under this Guaranty with respect to the Supply Agreement for the remainder of the term of the Supply Agreement stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Jobber should request that Guarantor execute a new Supply Agreement for the balance of the term of the Supply Agreement (unaffected by any such

SECTION 6 - continued

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TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

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

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

1. Name of Corporation/ L.L.C.: M&R Enterprise LLC
2. Date Incorporated/Organized: 09/14/2016 State where Incorporated/Organized: Arizona
3. AZ Corporation or AZ L.L.C File No: L21226963 Date authorized to do Business in AZ: 09/14/2016 09-28-16
4. Is Corp/L.L.C. Non Profit? Yes No
5. List Directors, Officers, Members in Corporation/L.L.C: _____

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Murieta	Alexis	Salvador	Member	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Murieta	Rosales	Alexis Salvador					

(Attach additional sheet if necessary)

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

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Murieta	Alexis	Salvador	100%	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Murieta	Rosales	Alexis Salvador					

(Attach additional sheet if necessary)

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

SECTION 8 Club Applicants

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

- 1. Name of Club: _____
- 2. Is Club non-profit? Yes No
- 3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

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

- 1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____

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.

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

- 1. Government Entity: _____
- 2. Person/Designee: _____
First Last Middle Day time Contact Phone #

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

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

- 1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)
- 2. New Business: Name: _____
Address: _____
- 1. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

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

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

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

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

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

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

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

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

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X _____
(Signature of CURRENT Individual Owner/Agent)

State of _____ County of _____
The foregoing Instrument was acknowledged before me this

My commission expires on: _____
Date

_____ of _____
Day Month Year

Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

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

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: 1866.67 FEET Name of School: SUNRISE MOUNTIAN HIGH SCHOOL
 (If less than one (1) mile note footage) Address: 21200 N 83RD AVE PEORIA AZ 85382

2. Distance to nearest Church: 2000.16 FEET Name of Church: THE WAY OF FELLOWSHIP CHURCH
 (If less than one (1) mile note footage) Address: 8542 W DEER VALLEY RD PEORIA AZ 85382

SECTION 14 Business Financials

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

2. If the premise is leased give lessors: Name: ARIZONA HAULING LTD Deer Valley 8268, LLC

Address: 8924 E PINNACLE PEAK RD SUITE 554 SCOTTSDALE AZ 85255
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 7500

4. What is the remaining length of the lease? Yrs. 14 Months _____

5. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Liquor Store

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

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

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

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

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants.

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1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- | | | | |
|---|--|--------|---|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: | <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows | <input type="checkbox"/> Drive-through windows | | <input type="checkbox"/> Non Contiguous |

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No

If yes, what is your estimated completion date? _____
Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises: Please do not include non-licensed premises such as parking lots, living quarters, etc.
5. As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

(Applicant's Initials)

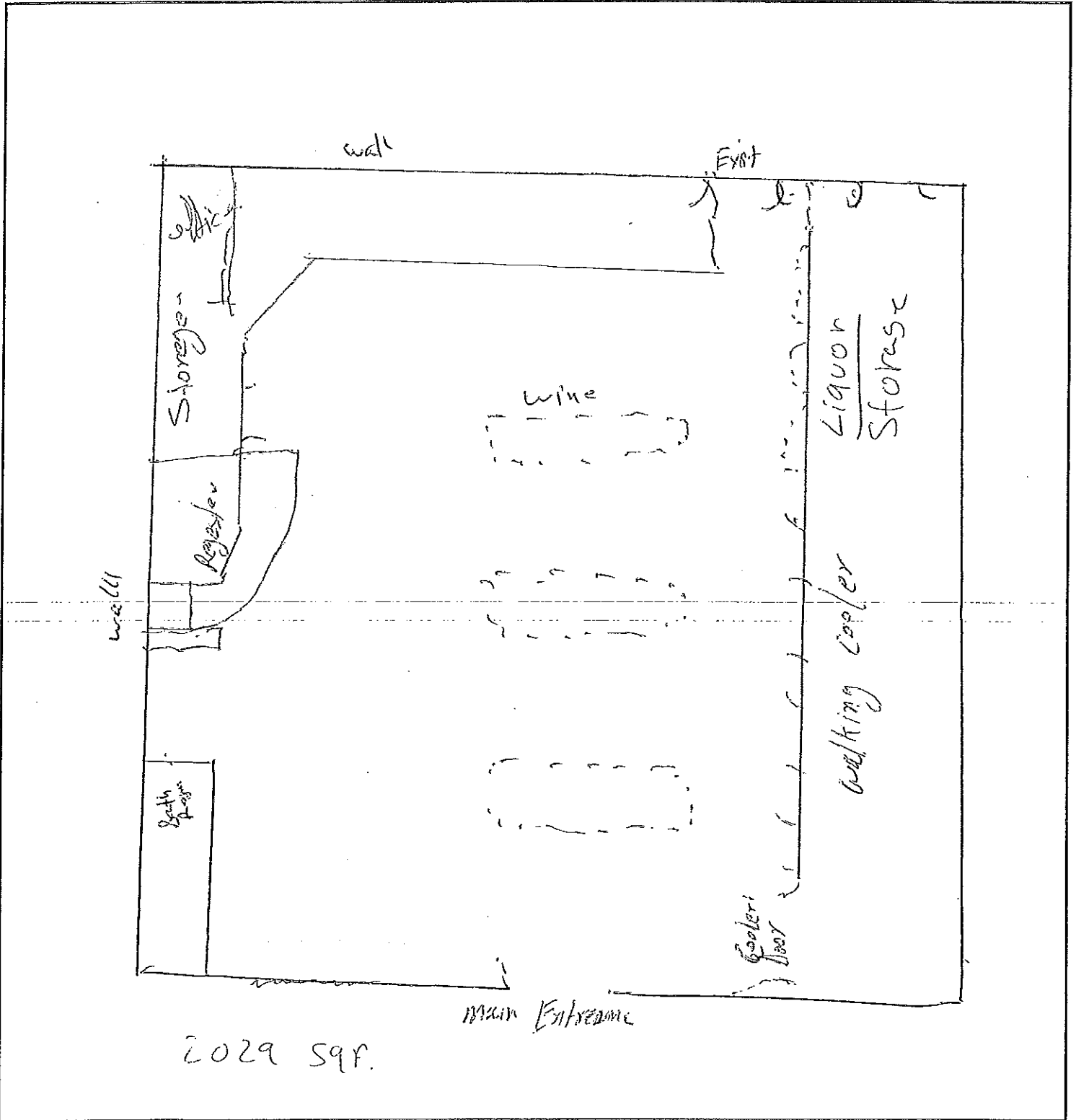
SECTION 16 Diagram of Premises - continued

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

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

DIAGRAM OF PREMISES



NOTARY

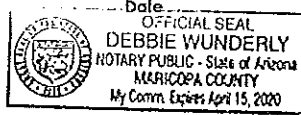
I, (Print Full Name) Alexiss Salvador Murrieta [redacted], hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted] (Signature of Applicant Individual Owner/Agent)

State of AZ County of MARICOPA
The foregoing Instrument was acknowledged before me this

My commission expires on: _____

7 of OCTOBER, 2016
Day Month Year



[redacted] Signature of NOTARY PUBLIC

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

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

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

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

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