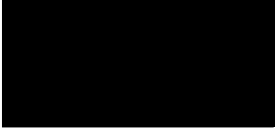




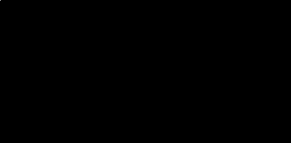
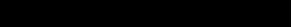

Officers / Stockholders

| Name: | Title: | % Interest: |
|-----------------------|--------|-------------|
| SCOTT MICHAEL DEBOARD | MEMBER | 50.00 |
| DEBRA ANN DEBOARD | MEMBER | 50.00 |

SILVER DRAGON GAMES LLC - MEMBER

Name: DEBRA ANN DEBOARD
Gender: Female
Correspondence Address: 
Phone: 
Alt. Phone: 
Email: DDEBOARD@SILVERDRAGONGAMESAZ.COM

SILVER DRAGON GAMES LLC - MEMBER

Name: SCOTT MICHAEL DEBOARD
Gender: Male
Correspondence Address: 
Phone: 
Alt. Phone: 
Email: SDEBOA1@SILVERDRAGONGAMESAZ.COM

APPLICATION INFORMATION

Application Number: A1138924
Application Type: New Application TA
Created Date: 10/10/2017

'23 MAR 27 PM 2:05 AZD LLC
'23 APR 17 Day. Lic. RM1159

SECTION 4 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the Premises: _____
2. If the license is NOT currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) _____ hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____

| | |
|---|--|
| State of _____ County of _____ Signed before me on this ____ day of _____, 20____. Notary Signature _____ My commission expires on ____ / ____ / ____ | <div style="border: 1px solid black; width: 100%; height: 100%; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> Notary Seal </div> |
|---|--|

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

- a) Date Incorporated/Organized: 08/09/2021 State where Incorporated/Organized: AZ
- b) AZ Corporation or AZ L.L.C. Entity No: 23257317 Approval Date: 08/09/2021

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

| Last | First | Middle | Title | %Owned | Mailing Address | City | State | Zip |
|----------------|---------|--------|--------|--------|-----------------|------|-------|-----|
| DeBoard, Scott | Michael | | Member | 50 | | | | |
| DeBoard, Debra | Ann | | Member | 50 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(Attach additional sheet if necessary)

SECTION 6 Person to Person Transfer ARS§4-203(C), (D), (G)

1. License #: 07073623

2. Current Agent Name / Individual Name: Mead, Ryan
Last First Middle

3. Current Ownership Name (Legal Entity): Mead, Ryan
(Exactly as it appears on the license)

4. Premises Name: The Place
(Exactly as it appears on the license)

5. Premises Location Address: 99 TBD Abbey Phoenix, AZ, Maricopa, 99999
Street City State County Zip

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I, (Signature): [Redacted] authorize the transfer of this license to the applicant.
(Current Agent/Individual as listed on the license certificate)

SECTION 7 Location Transfer- Current Licensee Information ARS§4-203(C), (D), (G)

1. License #: 07073623

2. Current Business: Name: The Place
Address: 99 TBD Abbey Phoenix, AZ 99999
(Exactly as it appears on license)

3. New Business: Name: Silver Dragon Games
Address: 8085 W. Bell Rd, Suite 107, Peoria, AZ, Maricopa, 85382

SECTION 8 Proximity to School

A.R.S. §4-207 States 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 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;

- Series 01 Producer
- Series 03 Microbrewery
- Series 04 Wholesaler/Distributor
- Series 05 Government license
- Playing area of a golf course

- Series 11 Hotel/motel license
- Series 12 Restaurants that do not sell growlers
- Series 13 Farm Winery
- Series 18 Craft Distillery

Distance to nearest School: 1.7 miles Name of School: Arrowhead Montessori
(If less than one (1) mile, note footage)

School Address: 14801 N 83rd Ave, Peoria, AZ 85381

SECTION 9 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Subtenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased:

Lessors Name: North Valley Plaza, LLC

Lessors Address: 500 NORTH BROADWAY, SUITE 201 JERICO, NY 11753
Street City State Zip

3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled?? \$ N/A

4. Total money borrowed for the Business, not including lease? \$ 544,861.92

List Lenders/People you owe money to for business:

| Last | First | Middle | Amount Owed | Mailing Address | City | State | Zip |
|--------------|-------|--------|-------------|-----------------|------|-------|-----|
| See attached | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 10: Diagram of Premises



Check ALL boxes that apply to your business:

- No patio
- Walk-up or drive-through windows
- Patio: Contiguous
- Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? _____/_____/_____

2. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, and interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

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

23 MAR 27 PM 2:05 AZD LLC
25 APR 17 LIT. DE. AM 11:59

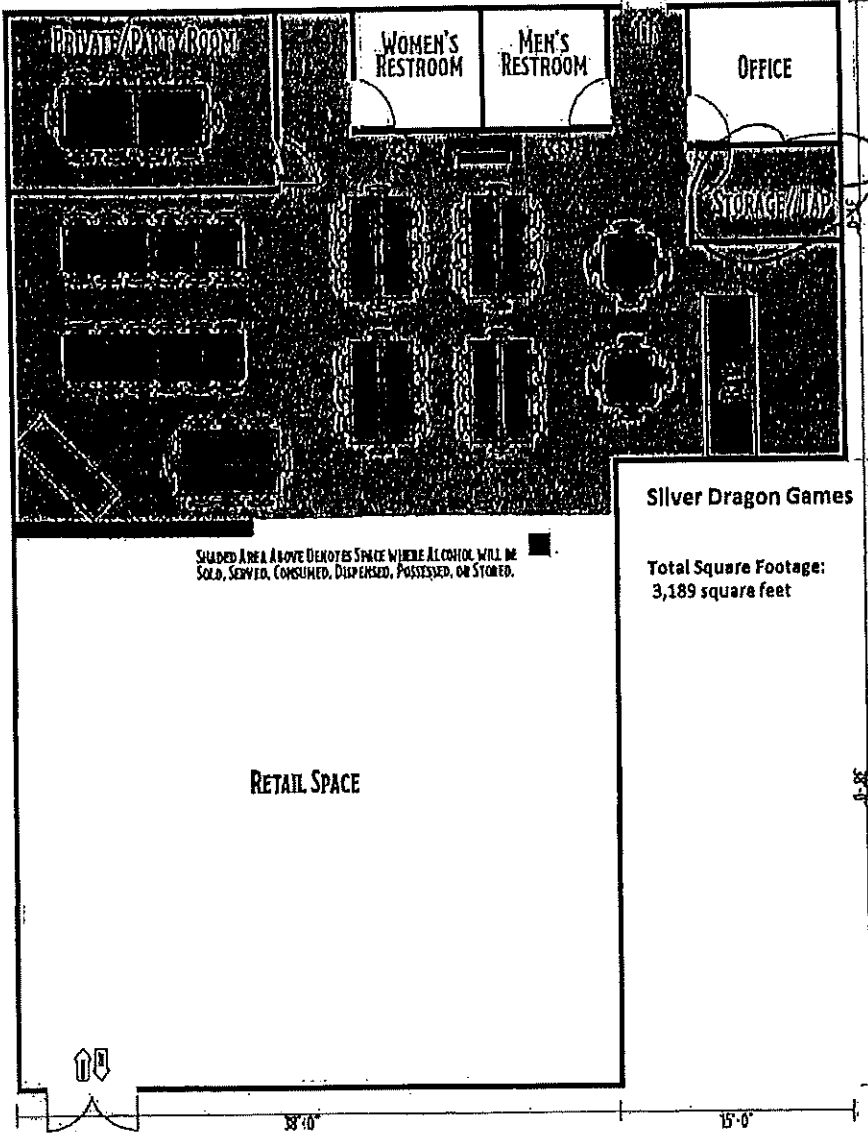
Silver Dragon Games

Lenders

28-Feb-23

Lender

| Name (Company or Individual) | Type of Loan | Amount Owed | Mailing Address |
|------------------------------|-------------------|---------------|--|
| DeBoard, Scott Michael | Startup Funding | \$ 272,430.96 | 21741 N. 86th Ln. Peoria, AZ 85382 |
| Deboard, Debra Ann | Startup Funding | \$ 272,430.96 | 21742 N. 86th Ln. Peoria, AZ 85382 |
| Chase Bank (Visa) | Operating Capital | \$ 23,746.09 | PO Box 6924, Carol Stream, IL 60197 |
| American Express | Operating Capital | \$ 20,885.90 | Po Box 60189, City of Industry, CA 91716 |
| Sam's Club MC | Operating Capital | \$ 461.53 | Po Box 960013, Orlando FL 32896 |



Liquor Storage

DO NOT INCLUDE


Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

IMPORTANT NOTE: As stated in A.R.S.§4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

SIGNATURE

Declaration: Scott Michael DeBoard

I, (Print Name) Scott Michael DeBoard, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

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.

CSR:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

| | |
|----------------|----------|
| Job #: | A1138924 |
| Date Accepted: | 4-28-23 |
| CSR: | JA |

License Number: A1138924

865-356

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box →

| | |
|---|---|
| <input checked="" type="checkbox"/> Agent | <input type="checkbox"/> Controlling Person |
|---|---|

2. Name: DeBoard, Scott, Michael Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: [REDACTED]

4. Place of birth: [REDACTED] USA Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]

5. Name of current/most recent spouse: DeBoard, Debra, Ann Birth Date: [REDACTED] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes No If yes, what is your date of residency? 07/2018

7. Daytime telephone number: [REDACTED] Email address: sdeboa1@Silverdragongamesaz.com

8. Premises Name: Silver Dragon Games Business Phone: 623 / 248 / 1207

9. Premises Address: 8085 W. Bell Rd, Suite 107, Peoria, AZ, Maricopa, 85382

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip) |
|-----------------|---------------|-------------------------------|---|
| 07/2022 | CURRENT | Owner | Silver Dragon Games 8085 W. Bell Rd, Suite 107 Peoria, AZ 85382 |
| 03/1986 | Current | Vice President | Discover Financial Services 2500 Lake Cook Rd. Riverwoods, IL 60015 |
| | | | |
| | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

| Street Address | City | State | Zip |
|----------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes No
- 13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes No
- 14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
- 15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes No
- 16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
- 17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
- 18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
 Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Scott Michael DeBoard hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.
 Signature: [REDACTED] Date: March 09, 2023



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

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

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

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT NAME (Print or type) Scott Michael DeBoard

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No - If yes, indicate place of birth:

City Dayton State Ohio COUNTRY USA

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

2) Name of document: AZ Drivers License

If you answered No, you must complete Sections III.

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States,
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 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)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-Immigrants 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.
- 14. **Otherwise Lawfully Present**
- 15. 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. §

Scott Michael DeBoard

Print Name

[Redacted Signature]

Signature

March 09, 2023

Date



FINGERPRINT VERIFICATION FORM

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

| | |
|----------------|-----------|
| DLC USE ONLY | |
| Job # | A11389242 |
| Date Accepted: | 4-28-23 |
| CSR: | TA |

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

| | | |
|--|---|-------------------------------|
| Date 03/09/23 | Name of Applicant: Scott Michael Deboard | |
| Name of Fingerprint Technician: Manuel Pagan | | |
| Fingerprint technician's Signature: [Redacted] | | |
| Fingerprint technician's Agency/company Name: UPS store # 3780 | | Phone Number: 623-572-5500 |
| Type of Photo ID Provided (check one): | | |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) | | |

CSR:
Amount:

*23 MAR 27 PM 2:05 AZD LLC
*23 APR 17 Lique. Lic. PM 12:00



AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLIC USE ONLY

Job #: A1138924

Date Accepted: 4-28-23

CSR: TA

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: A1138924

805-356

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK-LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box →

Agent Controlling Person

2. Name: DeBoard, Debra Ann

3. Social Security: [REDACTED] Driver's License: [REDACTED]

4. Place of birth: [REDACTED] (City, State, COUNTRY, Height, Weight)

5. Name of current/most recent spouse: DeBoard, Scott Michael Birth Date: [REDACTED] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes No (Yes/what is your date of residency? 06/01/2018)

7. Daytime telephone number: [REDACTED] Email address: ddeboard@silverdragongamesaz.com

8. Premises Name: Silver Dragon Games Business Phone: 623 / 248 / 1207

9. Premises Address: 8085 W. Bell Rd, Suite 107, Peoria, AZ, Maricopa, 85382
Street (do not use PO Box) City State County Zip

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State, Zip) |
|--------------------|------------------|-------------------------------|---|
| 04/2011 | CURRENT | Kiah Bookkeeping | [REDACTED] |
| | | | |
| | | | |
| | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years. A.R.S. § 4-202(D)

| FROM Month/Year | TO Month/Year | Street | City | State | Zip |
|--------------------|------------------|------------|------------|------------|------------|
| | CURRENT | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
- 13. Have you attended a DLLC approved Basic and Management Training Course within the past 3 years? Yes No
- 14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
- 15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. § 4-202, 4-210. Yes No
- 16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
- 17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. § 4-202(D). Yes No
- 18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. § 4-202(D). Yes No

AMENDMENT

If you answered "YES" to any Question 14 through 18, YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) _____ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.
Signature: _____ Date: _____

10. Provide your employment or type of business during the past five (5) years. If unemployed, indicate your residence address.

| FROM Month/Year | TO Month/Year | DESCRIPTION OF BUSINESS | EMPLOYEE OR OWNER OF BUSINESS |
|--------------------|------------------|-------------------------|-------------------------------|
| 06/2011 | CURRENT | Owner | Klah Bookkeeping Services |
| | | | |
| | | | |
| | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years. A.R.S. §4-202(D)

| FROM Month/Year | TO Month/Year | Street | City | State | ZIP |
|--------------------|------------------|--------|------|-------|-----|
| 06/01/2018 | CURRENT | | | | |
| 06/01/2013 | 05/31/2018 | | | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
- 13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes No
 Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
- 14. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210. Yes No
- 15. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
- 16. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D). Yes No
- 17. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D). Yes No

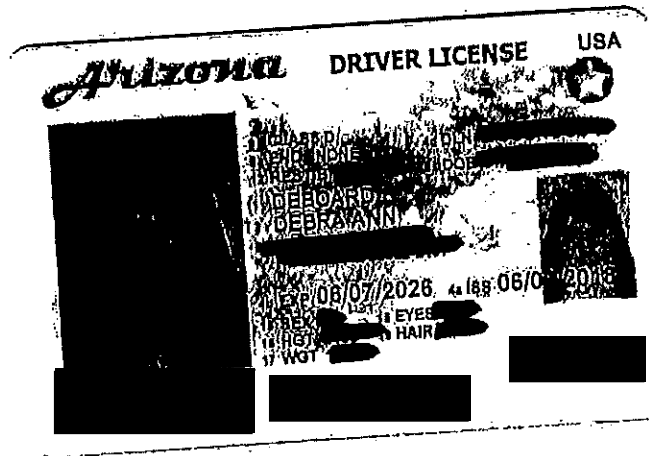
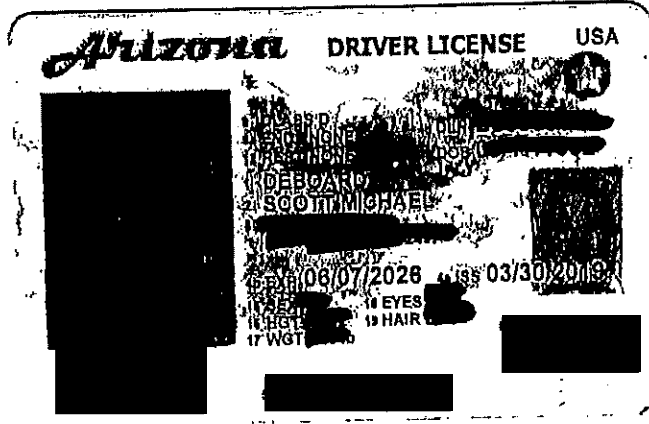
If you answered YES to any Question 14 through 18 YOU MUST attach a signed statement Give complete details including date, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) **Debra Ann DeBoard** hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

(Signature) [REDACTED] (Date) **March 9, 2023**

'23 MAR 27 PM 2:06 AZDLLC

'23 APR 17 Liq. Lic. PM12:00





FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY


| |
|-------------------------------|
| App#: A1138924 |
| Date Accepted: 4-08-23 |
| CSR: TA |

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

| | | |
|--|--|---|
| Date 03/09/2023 | Name of Applicant: Debra Ann Deboard | |
| Name of Fingerprint Technician: Manmeet Kaur | | |
| Fingerprint technician's Signature:  | | |
| Fingerprint technician's Agency/company Name: UPSS STORE #3780 | | Phone Number: 623-572-5500 |
| Type of Photo ID Provided (check one): | | |
| <input checked="" type="checkbox"/> Driver's License | <input type="checkbox"/> Passport | <input type="checkbox"/> Other (Please specify) |

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged.

This BILL OF SALE (this "Agreement"), dated as of March 16, 2023 is by and among Ryan D. Mead (Seller), and Silver Dragon Games LLC, an Arizona Limited Liability Company (Buyer).

RECITALS

A. Seller and Buyer are parties to an Liquor License Purchase Agreement executed March 2, 2023 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase certain assets of Seller upon the terms and conditions specified therein.

B. This Agreement is being executed and delivered in order to affect the transfer to Buyer of such assets as set forth in the Purchase Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

- 1. Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
- 2. Sale of Assets.** Seller, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer, in accordance with and subject to the Purchase Agreement, hereby purchases and acquires from Seller, all of Seller's right, title and interest of every kind and nature, that certain **State of Arizona Liquor License #07073623**. FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said personal property and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.
- 3. Counterparts.** This Agreement is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile signature shall be acceptable as an original for all purposes.
- 4. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.
- 5. Amendment, Waiver or Termination.** This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.
- 6. Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

Dated: March 16, 2023

SELLER:

[Redacted]
Ryan D. Mead

BUYER:

Silver Dragon Games LLC, an Arizona
Limited Liability Company

[Redacted]

Scott M. DeBoard, Member

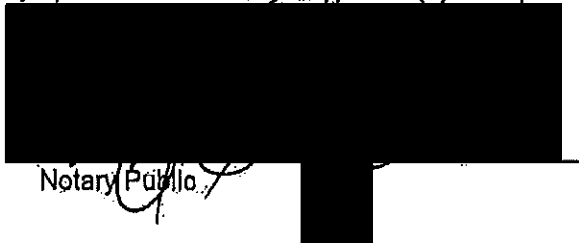
[Redacted]

Debra A. DeBoard, Member

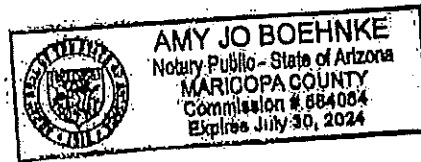
State of Arizona)
)
County of Maricopa)

On 16th day of March, 2023, before me, the undersigned Notary Public, personally appeared Ryan D. Mead personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



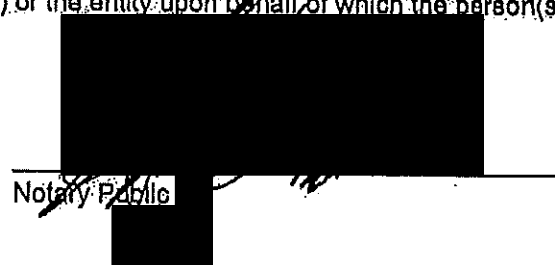
My Commission Expires: 7/30/2024



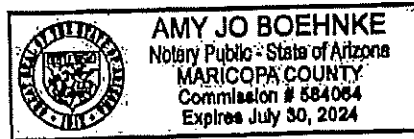
State of Arizona)
)
County of Maricopa)

On 16th day of March, 2023, before me, the undersigned Notary Public, personally appeared Scott M. DeBoard, Member and Debra A. DeBoard, Member of Silver Dragon Games LLC, an Arizona Limited Liability Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.



My Commission Expires: 7/30/2024



SECTION 6 Person to Person Transfer ARS§4-203(C), (D), (G)

- 1. License #: 07073623
- 2. Current Agent Name / Individual Name Mead, Ryan
Last First Middle
- 3. Current Ownership Name (Legal Entity): Mead, Ryan
(Exactly as it appears on the license)
- 4. Premises Name: The Place
(Exactly as it appears on the license)
- 5. Premises Location Address: 99 TBD Abbey Phoenix, AZ, Maricopa, 99999
Street City State County Zip
- 6. Does current licensee intend to operate the business while this application is pending? Yes No
- 7. I, (Signature):  authorize the transfer of this license to the applicant.
(Current Agent/Individual as listed on the license certificate)

SECTION 7 Location Transfer- Current Licensee Information ARS§4-203(C), (D), (G)

- 1. License #: 07073623
- 2. Current Business: Name: The Place
Address: 99 TBD Abbey Phoenix, AZ 99999
(Exactly as it appears on license)
- 3. New Business: Name: Silver Dragon Games
Address: 8085 W. Bell Rd, Suite 107, Peoria, AZ, Maricopa, 85382

SECTION 8 Proximity to School

A.R.S. §4-207 States 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 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:

- Series 01 Producer
- Series 03 Microbrewery
- Series 04 Wholesaler/Distributor
- Series 05 Government license
- Playing area of a golf course

- Series 11 Hotel/motel license
- Series 12 Restaurants that do not sell growlers
- Series 13 Farm Winery
- Series 18 Craft Distillery

Distance to nearest School: 1.7 miles Name of School: Arrowhead Montessori
(If less than one (1) mile, note footage)

School Address: 14801 N 83rd Ave, Peoria, AZ 85381

Escrow No.: 1966317

LIMITED LIABILITY COMPANY RESOLUTION

Scott M. DeBoard, Member and Debra A. DeBoard, Member of Silver Dragon Games LLC, an Arizona Limited Liability Company, do(es) hereby certify that the following is a true and correct copy of the resolution unanimously adopted by a quorum of its Member(s) being present at a regular business meeting on March 25, 2023, and that this resolution has not been revoked by any subsequent action of the Member(s) of said Limited Liability Company, but is still in full force and effect.

BE IT RESOLVED THAT,

Scott M. DeBoard, Member and Debra A. DeBoard, Member of Silver Dragon Games LLC, an Arizona Limited Liability Company having full authority, do(es) hereby purchase the following described personal property situated in Maricopa County, Arizona,

That certain State of Arizona Liquor License #07073623

Silver Dragon Games LLC, an Arizona Limited Liability Company

[Redacted]

Scott M. DeBoard, Member

[Redacted]

Debra A. DeBoard, Member

State of Arizona

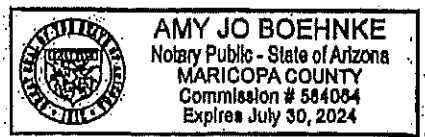
County of Maricopa

On this 22nd day of March, 2023, before me, The Undersigned, a Notary Public in and for said County and State, personally appeared Scott M. DeBoard, Member and Debra A. DeBoard, Member of Silver Dragon Games LLC, an Arizona Limited Liability Company personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Redacted Notary Signature]

My Commission Expires: 7/30/2024





23 APR 17 Lic. Lic. F

Empire Title Agency
 3131 E. Camelback Road Suite 125
 Phoenix, AZ 85016
 (602) 748-7177 direct (480) 566-8435 fax
 ABoehnke@EWTAZ.Com

ESCROW INSTRUCTIONS

Escrow Officer: Amy Boehnke

Date: March 16, 2023

Escrow No.: 1966317

Ryan D. Megd: HEREIN CALLED SELLER

whose address is: [REDACTED]

Silver Dragon Games LLC, an Arizona Limited Liability Company HEREIN CALLED BUYER
 whose address is 8805 W. Bell Road, Peoria, AZ 85382

hereby employ Empire Title Agency to act as Escrow Agent in connection with a sale by Seller to Buyer upon the following terms and conditions which shall be complied with by said parties on or before the close of escrow or as soon as possible thereafter, unless a demand for cancellation has been made on Escrow Agent as herein provided. The personal property herein referred to is situated in Maricopa County, Arizona, and is described as follows, to wit:

That certain State of Arizona Liquor License #07073623

| SALES PRICE To be paid by Buyer | \$45,000.00 | | | | |
|--|-------------|--|---|-------------------------------------|-------------------------------------|
| Which is represented by EARNEST MONEY | \$4,500.00 | All Items checked thus <input checked="" type="checkbox"/> are the obligations which each party will pay TAXES: _____ AND PRIOR _____ AND SUBSEQUENT Prorate to: [_____] <input type="checkbox"/> <input type="checkbox"/> On the basis of [_____] tax statement <input type="checkbox"/> <input type="checkbox"/> Prorate Rents: \$[_____] <input type="checkbox"/> <input type="checkbox"/> Paid to: [_____] <input type="checkbox"/> <input type="checkbox"/> RECORDING FEES <input type="checkbox"/> <input type="checkbox"/> LEASE DEPOSIT \$[_____] <input type="checkbox"/> <input type="checkbox"/> ESCROW FEES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> UCC Search Fees <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Transaction Fee <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Storage Fee <input type="checkbox"/> <input type="checkbox"/> ACCOUNT SET-UP/SERVICE FEE <input type="checkbox"/> <input type="checkbox"/> | SELLER | BUYER | |
| A Wire To Empire Title Agency at the Close of Escrow | \$40,500.00 | | TAXES: _____ AND PRIOR _____ AND SUBSEQUENT | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | Prorate to: [_____] <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | On the basis of [_____] tax statement <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | Prorate Rents: \$[_____] <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | Paid to: [_____] <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | RECORDING FEES <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | LEASE DEPOSIT \$[_____] <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | ESCROW FEES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | UCC Search Fees <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | Transaction Fee <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | | Storage Fee <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | ACCOUNT SET-UP/SERVICE FEE <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Additional Terms & Conditions per the attached Exhibit "A" which exhibit is incorporated herein by reference.

SELLER

'23 APR 17 Lic. Lic. PM1201

1. Will deliver to Escrow Agent a conveyance to the property from Seller to Buyer to be held by Escrow Agent until the terms hereof have been performed at which time it shall be delivered to Buyer.

SELLER AND BUYER:

2. Will deliver to Escrow Agent all documents, pay to Escrow Agent all sums and do or cause to be done all other things necessary in the sole judgment of Escrow Agent to enable it to comply herewith.
3. Authorize Escrow Agent to pay, from any funds held by it for their respective credit hereunder, all amounts necessary to procure the delivery of such documents and to pay, on their behalf, all charges and obligations payable by them respectively.
4. Will each pay to Escrow Agent, upon demand, all charges payable by them respectively.
5. Agree that the escrow documents may be executed in counterpart and all such counterparts when signed, shall constitute one document.
6. Will indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities, which it may incur or sustain arising therefrom, and will pay the same upon demand.
7. Grant to Escrow Agent a lien upon and authority to reimburse itself for its charges and for any damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer in all of the documents and money deposited hereunder.
8. Direct that no notice, demand or change in these instructions shall be of effect, unless given in writing and that these instructions, and any supplements thereto, given mutually by the parties to Escrow Agent, shall constitute the complete instructions, notwithstanding any agreement which Seller and Buyer may have to the contrary.
9. Direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check of Escrow Agent. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft and no check or draft shall be payment to Escrow Agent in compliance with any of the requirements hereof until it is advised by the bank in which deposited, that such check or draft has been honored, unless Escrow Agent specifically agrees in writing to accept liability for sufficiency thereof.
10. Authorize Escrow Agent to act upon any statement furnished by the holder or payee, or a collection agent for the holder or payee, of any lien on, or charge, or assessment in connection with the property concerning the amount of such charge or assessment or the amount secured by such lien without liability or responsibility for the accuracy of such statement.
11. Agree that all of the terms and conditions of the Contract and Receipt for Deposit remain the same. However, Seller and Buyer hereby agree that all notices required to be delivered to any party to the contract or to Escrow Agent pursuant to the parties' contract shall be mailed, emailed or delivered to all parties and to Escrow Agent in order to constitute notice under the contract.
12. Agree that Escrow Fees shall be paid one-half (1/2) by the Buyer(s) and one-half (1/2) by the Seller(s) unless specified differently in the Purchase Contract. Escrow Company fees referenced in the purchase agreement shall be defined as escrow fees and standard messenger fees. All other escrow company charges or services will be charged at close of escrow to the benefiting party including, but not limited to filing fees, recording fees, electronic documents, overnight courier, wire fee and "special or rush" messenger services.
13. This instruction shall be construed according to its plain meaning and not strictly against Escrow Agent.
14. It is fully understood that Escrow Agent in connection with these instructions cannot give legal advice to any party hereto.
15. Time is of the essence of any agreement to pay or perform hereunder.

CANCELLATION - 3 DAY CANCELLATION - NO 13 DAY:

File No.: 1986317

Page 2 of 6

16. If either party elects to cancel these instructions because of the failure of the other party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to Escrow Agent and to the other party, a written notice demanding that said other party comply with the terms hereof within THREE days from the receipt of said notice by Escrow Agent or that these instructions shall thereupon become cancelled.
17. When such written notice is delivered to Escrow Agent by the party so electing to cancel, Escrow Agent shall, upon receipt, send a copy of said notice to the other party.
18. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Empire Title Agency, Buyer and Seller authorize Empire Title Agency to release Earnest Money pursuant to the terms and conditions of these instructions in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Empire Title Agency against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
19. If, under these instructions, a commission is to be paid to a broker, then, notwithstanding any conflicting provision herein contained:
 - (A) The party obligated to pay the commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered said real estate broker's written consent to Escrow Agent.
 - (B) Upon the cancellation of these instructions for any reason, should any funds, after deducting Escrow Agent's charges, become payable to a party obligated thereunder to pay said commission, the Escrow Agent shall pay to the real estate broker therefrom, a sum equal to one-half of the earnest money deposited by any other party and payable to the party so obligated, but not more than the full amount of such commission due.

NOTICES, DEMANDS OR DECLARATIONS

20. The respective addresses of Seller and Buyer as set forth herein or the last notice of change thereof filed with Escrow Agent shall be used by Escrow Agent in delivering any Notice, Demand or Declaration to either party.
21. If, for any reason, a Notice, Demand or Declaration of any kind is to be given, said Notice, Demand or Declaration shall be in writing, signed by the party giving the Notice or making the Demand or Declaration, and shall be filed with Escrow Agent. Escrow Agent shall, within three business days, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last address which said party shall have filed with Escrow Agent and depositing said envelope with proper first class postage affixed thereto in the United States Mail or delivered by facsimile transmission or by email to the facsimile number or email address filed with escrow agent.
22. The deliveries of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice thereof shall be required.
23. **NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS:** Interest may be earned on all deposited funds by requesting the Escrow Officer at Empire Title Agency, 3131 E. Camelback Road Suite 125, Phoenix, AZ 85016; Phone: (602) 749-7000, who is handling your transaction to place the escrowed funds into an interest bearing account. THE ESCROW AGENT'S CHARGE to set up such an account is \$50.00. Your funds will earn interest at the prevailing rate of interest paid by the federally insured financial institution where your funds would be deposited. For example, a \$1,000.00 deposit for 30 days at the prevailing rate of 2.8% per annum would earn approximately \$2.10.
24. Any applicable proration of personal property taxes shall be based upon the last available tax statement from the taxing authority.

25. Escrow Agent is hereby authorized to act upon any statement furnished to Escrow Agent by a lender or his agent, without liability or responsibility for the accuracy of such statement. In the event the lender or lien holder demands additional funds after the close of escrow, Seller agrees to deposit with Escrow Agent any additional funds necessary to comply with the lender/lien holder's instructions upon receipt of same from Escrow Agent. Seller acknowledges that any payment in full to a lender must be received by the lender on or before a specific date to avoid further interest accrual, and Seller hereby instructs Escrow Agent to forward payoff funds to the lender by express service of Escrow Agent's choice and to charge Seller any fees for express delivery at close of escrow.

26. All monies paid hereunder to Escrow Agent who will, upon receipt thereof, deposit such funds in an escrow account in one or more banks doing business in Arizona. Disbursement of any funds may be made by checks of Escrow Agent. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be payment to Escrow Agent in compliance with any of the requirements herein, until it is advised by the depository bank that such check or draft has been honored pursuant to ARS §6-843 known as the "Good Funds Law".

27. In the event conflicting claims or demands are made upon Escrow Agent concerning any duty or obligation of Escrow Agent arising out of the Purchase Contract and Receipt for Deposit described above, or these Escrow Instructions or any other aspect of this transaction, Escrow Agent may, at its sole discretion and at its election hold any money or documents deposited with Escrow Agent until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead the funds and name said parties by an action brought in any such court. The deposit of Escrow Agent of any monies or documents, after deducting therefrom its charges, expenses and attorneys' fees incurred in connection with the escrow and in connection with any such court action shall relieve Escrow Agent of any further liability or responsibility. The determination of a conflicting claim or demand is solely that of Escrow Agent and Escrow Agent is not responsible for any such determination, by it if made in good faith.

28. Any litigation, arbitration or mediation arising out of this transaction in which Escrow Agent is named as a party shall be filed and maintained in the county in which the office of the Escrow Agent handling this transaction is located. In the event of any litigation or arbitration which relates to the duties or actions of Escrow Agent, including any action seeking a declaration of the rights or obligations of any party to this Escrow, the prevailing party or parties in such litigation or arbitration proceeding shall be awarded, in addition to any other available remedy, all expenses, fees and costs, including expert witness fees, and all reasonable attorney's fees shall be determined by the court or arbitrator, and not by a jury, in a separate proceeding.

29. In the event Escrow Agent is instructed to make disbursements not directly related to closing the escrow, conveying title or closing a loan, Escrow Agent may charge an additional check fee of \$15.00 per check (over payment of three (3) unsecured obligations) for this additional service. Disbursements for which this fee is charged include, but are not limited to; repair bills or reimbursements to third parties, payoff of credit accounts or loans which do not encumber the property, additional proceeds checks or assignments of proceeds to two or more parties and same shall be charged to the benefiting party requesting said service. Said fee(s) shall be charged to the benefiting party.

30. Matters for which Escrow Agent assumes no liability include but are not limited to: unrecorded liens, personal property taxes, physical transfer of personal property, utility charges, possession of personal property, compliance with zoning, building ordinances or building restrictions or, licenses issued by a government agency.

31. The parties herein agree that should an error result in the preparation of the Settlement Statement, or any miscalculation of any encumbrance or amount due, that results in the unjust enrichment of any party to the above referenced escrow, Escrow Agent reserves the right of offset against the funds it is holding or against funds which come into the possession of escrow (if such funds belong to the party in receipt of unjust enrichment as a result of error). Sellers/Buyers/Borrowers shall remit (immediately upon demand all charges, damages, expenses and fees payable by them, as provided for in these Instructions. Empire Title Agency shall reserve the right to pursue any action necessary to remedy any loss suffered or sustained, and attorney's fees and costs shall be awarded to the successful party.

23 APR 17 11:47 AM

32. Seller and Buyer agree that at such time as Seller and Buyer deposit into escrow the executed documents, an executed copy of the Settlement Statement and the funds sufficient to close the transaction, Escrow Agent is authorized to close the escrow. By depositing the above referenced documentation, the following matters shall be deemed to be satisfied, waived, met or agreed to, without further instructions from Seller and Buyer and Seller and Buyer further agree to indemnify, defend, and hold Escrow Agent harmless from, for, and against any and all claims by any persons, including Seller and Buyer, as to the following matters:

- A. All items to be prorated have been submitted to Escrow Agent.
- B. All contingencies, and/or conditions have been completed, met, waived, or satisfied.

33. Any fees, costs, or assessments which are the responsibility of the parties herein pursuant to the purchase contract, listing agreement, lenders instructions, tax authority or other vendor in this transaction shall be paid by the responsible party and Escrow Agent is instructed to pay same at close of escrow. In the event any costs or fees are unpaid at or after close of escrow the party responsible for said cost agrees to pay it promptly upon notification of same.

34. In the event that instruction is not returned to Escrow Agent properly signed by Seller and Buyer on or before the date of final compliance as shown on the face hereof, Escrow Agent shall, upon written demand by Seller, Buyer or by Escrow Agent at its discretion, return to said Seller or Buyer any monies, documents or instruments deposited by said party and terminate its file without further notice to any other party.

35. Possession of the personal property, if any, transfer of utilities or subscribed services, if any, and collection of cancellation premiums from the Seller's fire or hazard insurance policy, if any, shall be handled by the parties direct and outside of escrow, and Escrow Agent shall have no responsibility with regard thereto.

36. Escrow Agent is hereby authorized to pay from funds deposited into escrow for said purpose all amounts necessary to procure documents and all other charges and obligations necessary to consummate this transaction. Seller and Buyer grant Escrow Agent a lien on all property and funds deposited in escrow. Seller and Buyer authorize Escrow Agent to reimburse itself for its charges and for all damages or expenses it may incur in connection with the escrow and the performance of Escrow Agent's duties, including costs, damages and attorney's fees. Escrow Agent is authorized to pay said charge(s) from Buyer's or Seller's funds (as applicable) at close of escrow, or to deduct same from funds held in escrow upon cancellation.

37. If applicable, Buyer and Seller understand and agree that all escrow documents may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

38. If applicable, Buyer and Seller hereby agree to accept facsimile and/or electronic signatures on the escrow documents for the closing of this transaction. Buyer and Seller further authorize and instruct escrow agent to close this transaction with only facsimile signatures from the Buyer and/or Seller with no original signatures.

DEFINITIONS

39. The day provided for herein within which compliance with any requirements must be met shall end at the close of the then regularly established public business hours of Escrow Agent for such day, provided, should Escrow Agent be closed during any of said business hours of said day, such requirement may be met on the next succeeding day on which Escrow Agent is open for business.

Signature page attached hereto and incorporated herein by reference.

The parties hereto acknowledge receipt of the Settlement Statement in a manner such that they had the opportunity to review it prior to closing. By their execution, they indicate their approval of the escrow fees assessed by Empire Title Agency for this transaction.

BUYER(S):

Silver Dragon Games LLC, an Arizona
Limited Liability Company

[Redacted]

Scott M. DeBoard, Member

[Redacted]

Debra A. DeBoard, Member

SELLER(S):

[Redacted]

Ryan D. Mead

(NOT BINDING UPON ESCROW AGENT UNTIL FULLY EXECUTED INSTRUCTIONS ARE DEPOSITED WITH ESCROW AGENT)

Exhibit "A" to Escrow Instructions

'23 APR 17 Liq. Lic. P

Escrow No.: 1966317

Date: March 16, 2023

All taxes or obligations incurred by the Seller prior to close of escrow, if any, shall remain the sole obligation of the Seller and shall be paid promptly when due unless otherwise specified. Seller further agrees to indemnify and hold harmless Buyer against said taxes or obligations.

Buyer and Seller hereby warrant that all contingencies as stated in the purchase contract and receipt, if any, have been satisfied and instruct escrow agent to proceed with the closing of the escrow.

In the event of any conflict between the terms and conditions of these escrow instructions and the purchase contract and receipt, the terms and conditions of these escrow instructions shall prevail and shall constitute an amendment to the purchase contract.

Buyer and Seller understand and agree that no verification has been made by Escrow Agent as to the ownership of the State of Arizona License #07073623. Seller hereby warrants to Buyer and Escrow Agent that they are the owner of said liquor license and have full and complete authority to transfer said license to the Buyer. Seller further warrants that the liquor license being sold under this escrow is fully transferable and has complied with all requirements for transfer under A.R.S. 4-203. Buyer and Seller understand and agree that the transfer of said license is outside of escrow. Buyer and Seller hereby relieve Empire Title Agency, its agents, officers, employees and directors of any responsibility or liability with regards to the ownership and transfer of said liquor license.

Buyer hereby warrants that it is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Arizona.

Buyer and Seller understand and agree that all escrow documents may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

BUYER(S):

Silver Dragon Games LLC, an Arizona
Limited Liability Company

[REDACTED]
Scott M. DeBoard, Member

[REDACTED]
Debra A. DeBoard, Member

SELLER(S):

[REDACTED]
Ryan D. Mead



Empire Title Agency
3131 E. Camelback Road Suite 125
Phoenix, AZ 85018
(602) 749-7177 direct (480) 566-6435 fax
ABoehnke@EWTAZ.Com

23 APR 17 Liq. Lic. R

U.C.C. LIEN AND JUDGMENT SEARCH

The following Debtor(s) name(s) were searched:

Ryan D. Mead

The Place
Liquor License #07073623, Phoenix, AZ 85016

ARIZONA SECRETARY OF STATE

The records for the Arizona Secretary of State's Office, U.C.C. section, reflect the following information under the Debtor's name, for the past five (5) years: UCC-1 Financing Statements and for any possible Liens of record, and are current to approximately three (3) weeks prior to the close of escrow, and if any, have been attached to this report.

COUNTY RECORDER

The records for Maricopa County, reflect the following information under the Debtors name for the past ten (10) years: UCC-1 Financing Statements, Judgment(s) and for any possible Liens of record, etc., and are current to approximately three (3) weeks prior to the close of escrow, and, if any, have been attached to this report.