

LL-11-04

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees #10

LICENSE #: 10043065

1. Type of License: Beer & wine Stores 2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. AHMADIEH ALIREZA
Ms. _____
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: VALLEY Business Holdings LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: strawberry Market Gila
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location 5111 N. Arizona Highway 87 strawberry, AZ 85544
(Do not use PO Box Number) City County Zip
- 5. Business Phone: Pending Daytime Contact: 480.391.8222
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: 10752 N. 89th place # B214 scottsdale AZ 85260
City State Zip
- 8. Enter the amount paid for a bar, beer and wine, or liquor store license\$ _____ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application - Interim Permit - Agent Change - Club 48 Finger Prints \$ 148
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: [Signature] Date: 4-25-11 Lic. # 10043065

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8. 11 APR 25 Lic. Dept #1102

1. Name of Corporation/L.L.C.: Valley Business Holdings LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/22/10 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: 03349373 Date authorized to do business in AZ: 12/22/10
4. AZ L.L.C. File No.: L-1648557-6 Date authorized to do business in AZ: 12/22/10
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
AHMADIEH	ALIREZA		Manger Member	10752 N. 89th place	STE# B214	scottsdale	AZ 85260
ZOJAJI	ROYA		member	10752 N. 89th place	STE# B214	scottsdale,	AZ 85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
AHMADIEH	ALIREZA		1/50	10752 N. 89th place	ste B 214	scottsdale	AZ 85260
ZOJAJI	ROYA		1/50	10752 N. 89th place	ste B 214	scottsdale	AZ 85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

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

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

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

applicant's signature

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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 5/1/11
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

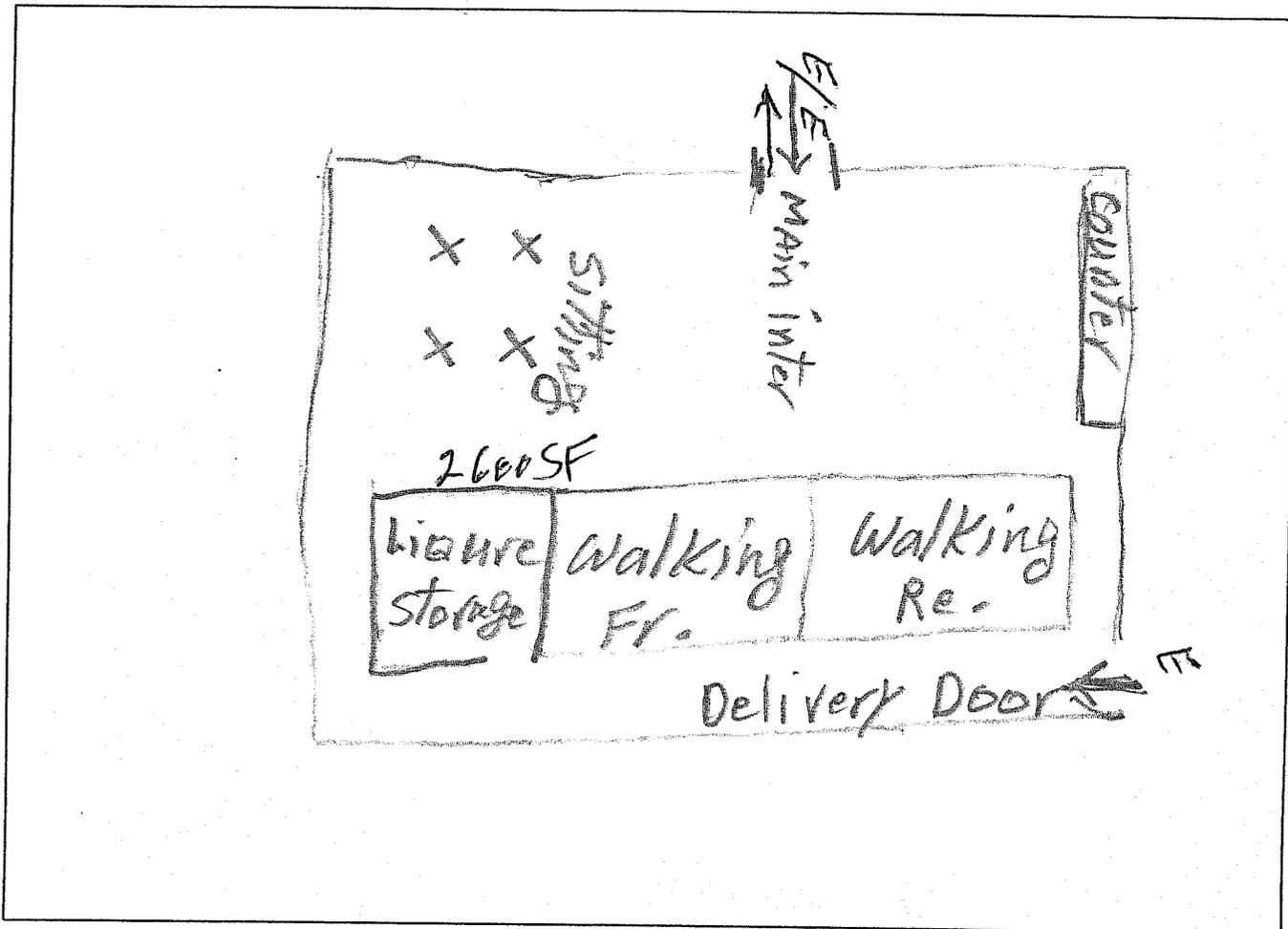
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

AA.
applicants initials

SECTION 15 Diagram of Premises

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

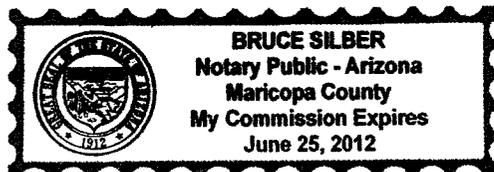
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Alireza Ahmadi, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

x *Alireza Ahmadi*
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15th of April, 2011
Day Month Year

My commission expires on: June 25, 2012
Day Month Year

[Signature]
signature of NOTARY PUBLIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington, 5th Floor 1103
 Phoenix AZ 85007-2934
 (602) 542-5141

QUESTIONNAIRE

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

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

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

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

10043065

(If the location is currently licensed)

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

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

2. Name: AHMADIEH ALIREZA Date of Birth: [Redacted] (NOT a Public Record)

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

4. Place of Birth: SHIRAZ FARS IRAN Height: 54 Weight: 150 Eyes: Brown Hair: Brown
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: ZOJAJI ROYA Date of Birth: [Redacted] (NOT a public record)

7. You are a bona fide resident of what state? Arizona, date of residency: [Redacted]

8. Telephone number to contact you during business hours for any questions regarding this document. 480.391.8222

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

10. Name of Licensed Premises: Strawberry Market 5111 N. Arizona Highway 87 Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 5111 N. Arizona Highway 87 Strawberry Gila 85544
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/04	CURRENT	MD	Valley Neurology Clinic 10752 N. 89th Place Ste# B 214 Scottsdale AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

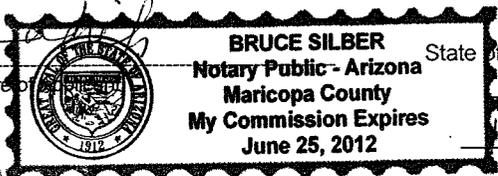
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
3/06	CURRENT	Own	9416 E. Heritage Trail Dr. Scottsdale AZ 85255	Scottsdale	AZ	85255

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

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

x A. Ahmadieh (Signature of)  State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 15th day of April, 2011
Month Year
My commission expires on: June 25, 2012
Day Month Year
(Signature of NOTARY PUBLIC)

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

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year
X _____
Signature of Controlling Person or Agent (circle one)

Print Name
My commission expires on: _____
Day Month Year
(Signature of NOTARY PUBLIC)



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

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 10043065

Ownership Name: Valley Business Holdings LLC
(as listed on the current liquor license application or renewal application)

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

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

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

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) ALIREZA AHMADIEH DATE 4/14/11

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE 10

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

DLLC 2/13/09

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SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

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

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

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

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

Otherwise Lawfully Present (A.R.S. § 1-501)

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

SECTION IV — DECLARATION

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

A. S. Adib
APPLICANT'S SIGNATURE

4/14/11
~~11 APR 25 11:03 AM '11~~
TODAY'S DATE

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

DLLC 1/15/09

AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

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

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

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

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

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

a. Primary Evidence:

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

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

b. Secondary Evidence

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

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

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

- (2) Evidence of civil service employment by the U.S. government before June 1, 1976;
- (3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parent(s);
- (4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
- (5) Adoption finalization papers showing the applicant's name and place of birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State- or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
- (6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

c. Collective Naturalization

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

Puerto Rico:

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

U.S. Virgin Islands:

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

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

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

d. Derivative Citizenship

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

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

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

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

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

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

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

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

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

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

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

f. U.S. Citizenship By Marriage

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

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

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

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

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

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

Asylee

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

Refugee

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- * Form I-94 annotated with stamp showing admission under § 207 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3"

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

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

Alien Whose Deportation or Removal Was Withheld

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

Alien Granted Conditional Entry

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

Cuban/Haitian Entrant

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

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

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

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

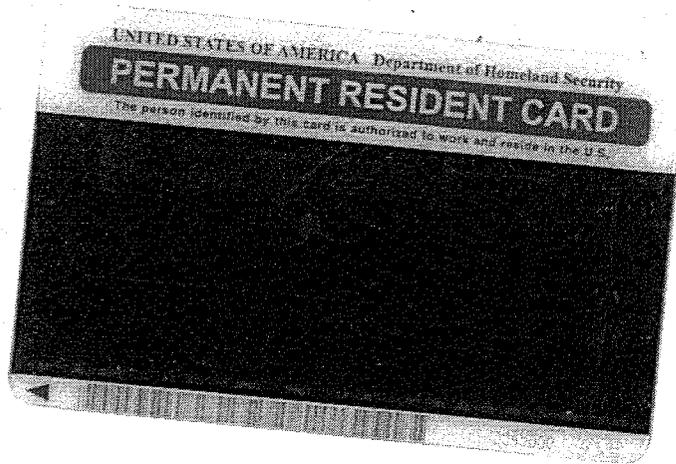
- * Form I-94 with stamp showing authorized admission as nonimmigrant

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

Evidence includes:

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

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor 1103
 Phoenix AZ 85007-2934
 (602) 542-5141

QUESTIONNAIRE

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

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

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

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

10073065

(If the location is currently licensed)

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

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

2. Name: ZOJAJI ROYA Date of Birth: [REDACTED]
 Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: D01910219 State: AZ
 (NOT a public record) (NOT a public record)

4. Place of Birth: TEHRAN IRAN Height: 53 Weight: 150 Eyes: BLK Hair: BLK
 City State Country (not county)

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

6. Name of Current or Most Recent Spouse: AHMADIEH ALIREZA Date of Birth: [REDACTED]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 11 years

8. Telephone number to contact you during business hours for any questions regarding this document. 480 614 8222

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

10. Name of Licensed Premises: strawberry market Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 5111 N. ARIZONA Highway 87 strawberry AZ 85544
 Street Address (Do not use PO Box #) City County Gila Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/02	CURRENT	Dentist	ACE Periodontics 10752 N. 80th Place ste B 214 Scottsdale AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
3/06	CURRENT	own	9416 E. Heritage Trail Dr.	Scottsdale	AZ	85255

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

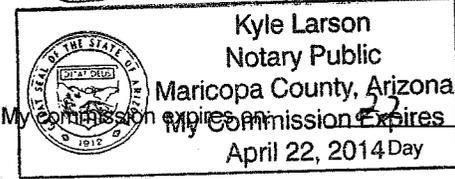
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
19th day of April, 2011
Month Year


My commission expires on 4 2014
April 22, 2014 Day Month Year

(Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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03349373

AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION

DEC 22 2010

OF

FILE NO. L-1648557-6 VALLEY BUSINESS HOLDINGS, LLC
(An Arizona Limited Liability Company)

1. **Name.** The name of the limited liability company VALLEY BUSINESS HOLDINGS, LLC.
2. **Registered Office.** The address of the registered office in Arizona is 10752 N 89th Pl, Suite 214, Scottsdale, AZ, 85260, located in Maricopa County.
3. **Statutory Agent.** The name and address of the statutory agent for the company is:

Michael C Warren
1515 E Missouri Ave #209
Flagstaff, AZ 86014
4. **Dissolution.** There is no latest date on which the limited liability company must dissolve.
5. **Management.** Alireza Ahmadi is designated as the manager.

The name and address of the members of the Company are:

Alireza Ahmadi
10752 N 89th Pl, Suite 214
Scottsdale, Arizona 85260

Roya Zojaji
10752 N 89th Pl, Suite 214
Scottsdale, Arizona 85260

RECITED THIS 13th day of December 2010, by the undersigned as organizer and manager.

A. Ahmadi
Alireza Ahmadi, Organizer and Manager

Acceptance of Appointment of Statutory Agent

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

Michael C Warren
Michael C Warren

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**OPERATING AGREEMENT
OF
VALLEY BUSINESS HOLDINGS, LLC
an Arizona limited liability company**

THIS OPERATING AGREEMENT is made and entered into by and among those persons listed on *Exhibit A* and executing this Agreement as Members.

**ARTICLE 1
Organizational Matters**

1.1. *Governance.* The parties hereby adopt this Operating Agreement effective as of the Effective Date. Except as otherwise required by the Act, this Agreement shall govern the business and affairs of the Company and the relationships of the parties to one another as Members of the Company. The Members intend that the Company always shall be treated as a partnership for federal and state income tax purposes, but that the Company not be treated as a partnership for purposes of Section 303 of the Federal Bankruptcy Code. No Member shall act inconsistently with this intent.

1.2. *Name.* The name of the Company shall be VALLEY BUSINESS HOLDINGS, LLC, and the Company shall conduct all of its business in that name or in any trade name selected by the Members of the Company.

1.3. *Purpose.* The purpose of the Company shall be to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have the power to take whatever actions it deems necessary or appropriate in furtherance of such purpose. The Company may not engage in any other business or acquire Property unrelated to its purpose unless the Company's engagement in that business or acquisition of that Property is approved by the vote of a Majority in Interest of the Members.

1.4. *Registered Office.* The registered office of the Company shall be at 10752 N 89th Pl, Suite 214, Scottsdale, AZ 85260, or such other location as the Company may select after giving at least ten (10) days written notice to the Members of such selection.

**ARTICLE 2
Definitions**

2.1. *Defined Terms.* Capitalized words and phrases used in this Agreement have the following meanings:

2.1.1. "Act" means the Arizona Limited Liability Company Act, A.R.S. Sections 29-601 through 29-857, as amended from time to time.

2.1.2. "Affiliate" means, with respect to any Person:

2.1.2.1. any other Person directly or indirectly controlling, controlled by, or under common control with such Person by reason of any contract, understanding or other relationship;

2.1.2.2. any other Person who owns or controls more than ten percent (10%) of the outstanding voting interests in that Person;

2.1.2.3. any other Person in which the Person owns more than ten percent (10%) of the voting interests in such other Person;

2.1.2.4. any officer, director, shareholder, partner, member, beneficiary or trustee of such Person;

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2.1.2.5. any Person who is an officer, director, shareholder, partner, member, beneficiary or trustee of any Person described in Sections 2.1.2.1, 2.1.2.2 or 2.1.2.3 above; or

2.1.2.6. any Person who is a member of the Family of any of the foregoing Persons.

2.1.3. "Agreement" or "Operating Agreement" means this operating agreement, including all amendments or modifications hereto.

2.1.4. "Articles" means the articles of organization filed for the Company pursuant to the Act, as such articles of organization may be amended from time to time.

2.1.5. "Capital Contribution" means, with respect to each Interest Holder, the total amount of cash and the fair market value of any other Property contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by that Interest Holder, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Code Section 752.

2.1.6. "Company" means the limited liability company formed pursuant to the Articles and governed by this Agreement.

2.1.7. "Effective Date" means the date on which the Articles are filed with the Arizona Corporation Commission.

2.1.8. "Event of Withdrawal" means an event or circumstance enumerated in Act Section 29-733; provided, however, that following an Event of Withdrawal described in Act Section 29-733(8), (9) or (11), the Member shall remain a Member until it ceases to exist as a legal entity.

2.1.9. "Family" means a Person's spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the benefit of such Person or any of the foregoing individuals.

2.1.10. "Fiscal Year" means the fiscal year of the Company, which shall be the calendar year or such other annual period which the Code requires the Company to use as its taxable year, as determined by the Company.

2.1.11. "Interest" means a Person's share of the distributions, Profits, Losses, and other items of income, gain, loss, deduction and credit of the Company.

2.1.12. "Interest Holder" means any Person who holds an Interest, whether that Person is a Member or an unadmitted assignee of a Member.

2.1.13. "Majority in Interest" means one or more Members whose aggregate Participation Percentage exceeds fifty percent (50%) of the aggregate Participation Percentage of all Members.

2.1.14. "Member" means each Person signing this Agreement as a Member and each Person subsequently admitted as a member of the Company pursuant to this Agreement. A Person shall cease to be a Member upon an Event of Withdrawal.

2.1.15. "Member Loan" means a loan made by a Member to the Company pursuant to this Agreement.

2.1.16. "Membership Rights" means a Member's Interest, together with all other rights, powers and privileges of that Member.

2.1.17. "Net Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), increased by the reduction of any previously established reserves and reduced by cash funds used to pay current operating expenses or to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Company. The

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determination of whether to establish reserves and the amounts thereof shall be made by the Company after giving consideration to the Company's need for cash to (a) meet operating expenses, (b) pay the Company's debts as they come due, and (c) take advantage of investment or business opportunities (it being the intent that the Company is an investment company and is not in liquidation and therefore to the extent Company gain, income and principal converted to cash can be reinvested under favorable circumstances within a reasonable time, the Company shall have the authority to retain funds to do so).

2.1.18. "*Participation Percentage*" means, with respect to any Member, the percentage set forth opposite that Member's name on *Exhibit A*, as amended from time to time. If a Member's Interest is transferred pursuant to this Agreement, the Person who acquires that Interest shall succeed to the Member's Participation Percentage to the extent that Participation Percentage relates to the transferred Interest.

2.1.19. "*Permitted Transferee*" means, with respect to any Interest Holder,

2.1.19.1. a member of the Interest Holder's Family;

2.1.19.2. an Affiliate described in Section 2.1.2.1 of either the Interest Holder or a member of his Family;

2.1.19.3. the Interest Holder's personal representative in the event of the Interest Holder's death or legal incapacity; or

2.1.19.4. a transferee of the Interest Holder's personal representative, but only if that transferee is either a member of the Interest Holder's Family or an Affiliate described in Section 2.1.2.1 of a member of the Interest Holder's Family.

2.1.20. "*Person*" means and includes an individual, corporation, association, partnership, limited liability company, trust, estate, or other entity.

2.1.21. "*Property*" means all property acquired by the Company, whether real or personal, tangible or intangible.

2.1.22. "*Transfer*" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, or other transfer, and, when used as a verb, voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer. For purposes of this Agreement, a Transfer of a majority or controlling interest in a Member or Interest Holder shall be deemed to be a Transfer of such Member's or Interest Holder's Interest.

2.2. *Additional Defined Terms.* In addition, all capitalized words and phrases used in this Agreement which are defined in Section 9.1 shall have the meanings ascribed to them in Section 9.1.

ARTICLE 3 Capital Provisions

3.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members shall make Capital Contributions as set forth in *Exhibit A*.

3.2. *Additional Capital Contributions.* No Member shall be required to make additional Capital Contributions and no Member shall be personally liable for any debts, liabilities, or other obligations of the Company.

3.3. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to withdraw or otherwise reduce the Capital Contributions he makes to the Company. Each Interest Holder shall look only to the Property of the Company for return of his Capital Contributions. If the Company's Property remaining after satisfaction of its obligations is insufficient to return the Capital Contributions

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of any Interest Holder, that Interest Holder shall have no recourse against the Company or any Member, except in the case of gross negligence, bad faith or fraud.

3.4. *Return of Capital In Kind.* Except as otherwise provided herein, under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash.

3.5. *No Interest on Capital.* Except as otherwise provided herein, no Interest Holder shall receive any interest or drawing with respect to his Capital Contributions or Capital Account.

3.6. *Member Loans.* Upon the determination of a Majority in Interest of the Members that the Company requires additional capital to carry out its purpose, the Members shall have the right, but not the obligation, to make loans to the Company. Member Loans shall be made by the Members willing to make Member Loans in the ratio of their Participation Percentages unless those Members agree otherwise.

3.7. *Terms of Member Loans.* All Member Loans shall bear interest at the prime rate of interest as stated in the Wall Street Journal (or its successor) at the date of the loan plus two (2) percentage points, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member pursuant to ARTICLE 4. If more than one Member has made a Member Loan, repayments shall be made to the Members in the ratio of the amounts of principal they have advanced.

ARTICLE 4 Distributions

4.1. Distribution of Net Cash Flow.

4.1.1. *Net Cash Flow.* Except as otherwise provided in this Agreement, all distributions of Net Cash Flow shall be made to the Interest Holders in the ratio of their Participation Percentages.

4.2. Miscellaneous.

4.2.1. Amount and Timing of Net Cash Flow Distributions.

4.2.1.1. Except as otherwise provided in this Agreement, the amount and timing of distributions of Net Cash Flow shall be determined by a Majority in Interest of the Members in the Members' sole discretion.

4.2.1.2. The other provisions of this ARTICLE 4 notwithstanding, within one hundred five (105) days of the end of each Fiscal Year, the Company shall distribute to each Interest Holder, to the extent cash is available to the Company, an amount which, when combined with the amount previously distributed to that Interest Holder pursuant to this ARTICLE 4 in that Fiscal Year and all prior Fiscal Years, equals the cumulative net taxable income allocated to that Interest Holder pursuant to ARTICLE 9 for that Fiscal Year and all prior Fiscal Years (taking into account losses allocated to that Interest Holder in prior Fiscal Years) multiplied by the highest applicable federal and state marginal tax rates in effect for that Fiscal Year (taking into account the deductibility of state income taxes for purposes of determining the effective state income tax rate).

4.2.1.3. Distributions, if any, made pursuant to this Paragraph shall be taken into account in determining subsequent distributions pursuant to this ARTICLE 4 so that, in the aggregate, all distributions are divided among the Interest Holders in the manner they would be divided without regard to this Section 4.2.1. If, upon liquidation of the Company, any Interest Holder has received more distributions by virtue of this Section 4.2.1 than he otherwise would have been entitled without regard to this Section 4.2.1, then, that Interest Holder shall be obligated to contribute to the Company the deficit balance in his Capital Account or such excess distributions, whichever is less.

4.2.2. *Distributions In Kind.* In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. Any Property distributed in kind to the Interest Holders shall be valued at its fair market value, as determined by an independent appraiser

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selected by the Company. Any Interest Holder entitled to an interest in any Property shall receive that interest as a tenant-in-common with all other Interest Holders so entitled.

4.2.3. *Withholding.* Any amount withheld by the Company pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as actually distributed to the affected Interest Holder for purposes of this Agreement.

4.2.4. *Varying Interests; Distributions in Respect of Transferred Interests.* If any Interest is sold, assigned or transferred, all distributions made on or before the date of such transfer shall be paid to the transferor, and all distributions made thereafter shall be paid to the transferee. Solely for purposes of making those distributions and allocating Profits and Losses and other items of income, gain, loss and deduction pursuant to ARTICLE 9 hereof, the Company shall recognize the transfer no later than the last day of the calendar month in which it is given notice of the transfer stating the date such Interest was transferred and the name, address, and tax identification number of the transferee. Unless the Company is given such notice, neither the Company nor any Interest Holder shall incur any liability for making distributions and allocations in accordance with the provisions of this Section 4.2.4, whether or not any Interest Holder or the Company has knowledge of any transfer of ownership of any Interest.

ARTICLE 5 Management

5.1. *Member Managed.* Management of the Company shall be vested in the Members. Each Member shall devote such time and effort as may be necessary for the effective management of the Company but shall not be required to devote full time to the business of the Company. Each Member shall keep the other Members fully informed concerning the Member's activities affecting the Company and any actions taken on behalf of the Company and shall disclose to the Members any information which the Member may receive concerning the Company's business and affairs.

5.2. *Administrative Member.* The Members may from time to time appoint or remove an administrative member (the "Administrative Member") to carry on the day-to-day affairs of the Company. Except as otherwise provided in this Agreement or with respect to matters expressly delegated to the Administrative Member by the Company, the Administrative Member shall only have ministerial authority and duties and shall not take any actions on behalf of the Company out of the ordinary course of business.

5.3. *Member Authority.* Except as otherwise provided in this Agreement or as provided under the Act, each Member is authorized to act on behalf of the Company and enter into any agreement on behalf of the Company as an agent of the Company. In addition to those actions for which this Agreement specifically requires the consent of the Members, the Members shall not take any of the following actions without first obtaining the approval of a Majority-in-Interest of the Members:

5.3.1 Amend the Articles, other than any amendments required under the Act to correct an inaccuracy in the Articles.

5.3.2 Sell or otherwise dispose of all or substantially all of the Company's Property.

5.3.3 File a voluntary petition in bankruptcy, make an assignment for the benefit of creditors of the Company, or consent to the appointment of a receiver for the Company or its Property.

5.3.4 Approve a plan of merger or consolidation of the Company with or into one or more business entities.

5.3.5 Borrow money or incur indebtedness (other than trade debt incurred in the ordinary course of the Company's business) on behalf of the Company in excess of \$100,000, or mortgage, pledge, grant a security interest in, or otherwise encumber Property of the Company.

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5.3.6 Enter into any contract or agreement between the Company and any Member or Affiliate of any Member, provided that no Member who is involved in the contract or agreement shall be entitled to vote thereon.

5.4 *Non-Exclusivity.* The Members hereby acknowledge and agree that each Member may engage in any other business or investment activity, unless such activity competes with or otherwise adversely affects the Company. No Member shall, solely by virtue of this Agreement or his relationship to the Company or the Interest Holders, be liable or accountable to the Company or any Interest Holder for failure to disclose or make available to the Company any business opportunity of which he becomes aware or be obligated to allow the Company or any Interest Holders to share or participate in any such other investments.

5.5 *Books and Records.*

5.5.1 *General Requirements.* The Company shall keep or cause to be kept at Company expense complete and accurate books and records, together with supporting documentation of transactions with respect to the Company's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Company's registered office and such other locations as the Company may determine. The Company's books and records shall include the following:

5.5.1.1 A current list of the full name and last known business, residence, or mailing address of each Member;

5.5.1.2 A copy of the initial Articles and all amendments thereto;

5.5.1.3 Copies of this Agreement, all amendments hereto, and any prior operating agreements no longer in effect;

5.5.1.4 Copies of any agreements or other instruments relating to the Members' obligations to make Capital Contributions to the Company;

5.5.1.5 Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent Fiscal Years;

5.5.1.6 Copies of any financial statements of the Company for the three most recent Fiscal Years; and

5.5.1.7 Copies of minutes of all meetings of the Members and all written approvals of Members for actions taken without a meeting.

5.5.2 *Inspection.* Upon reasonable advance notice to the Company, each Member shall have the right to inspect and copy the Company's books and records during normal business hours and at the Member's expense.

5.5.3 *Annual Accounting Period.* The annual accounting period of the Company shall be its Fiscal Year.

5.6 *Reports.* Within seventy-five (75) days after the end of each Fiscal Year, the Company shall cause to be sent to each Person who was a Member at any time during that Fiscal Year complete financial statements of the Company for that Fiscal Year. Upon the request of any Member and at the Member's expense, the Company shall hire independent accountants to audit the Company's books and records, provided that no such audit shall be conducted more than once during any six-month period.

5.7 *Indemnity Rights.* The Company, and its receiver or trustee, shall indemnify and hold harmless any Interest Holder (the "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company) by reason of any acts, omissions, or alleged acts or

omissions arising out of the Indemnified Party's activities as a Member or Interest Holder on behalf of the Company or in furtherance of the interests of the Company, against losses, damages, or expenses for which such Indemnified Party is not otherwise entitled to reimbursement (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit, or proceeding so long as he did not engage in willful misconduct or act fraudulently, in bad faith, or in a grossly negligent manner. Nothing contained herein shall be construed to relieve a Member or Interest Holder from any liability to the Company or the Interest Holders for fraud, bad faith, willful misconduct, or gross negligence.

ARTICLE 6

Members

6.1. *Meetings.* Meetings of the Members may be called by a Member or Members whose Participation Percentage, in the aggregate, equals or exceeds ten percent (10%).

6.2. *Place of Meetings.* Meetings of the Members shall be held at the registered office of the Company unless the Person or Persons calling the meeting designate another place within the State of Arizona as the place for the meeting. Members may participate in a meeting by conference telephone or similar means by which all Persons participating in the meeting can hear one another.

6.3. *Notice of Meetings.* Except as otherwise provided in this Agreement, the Person or Persons calling the meeting shall notify all Members entitled to participate in the meeting in writing at least three (3) days before the date of the meeting. The notice shall include the date, time, place, and purpose of the meeting.

6.4. *Waiver of Notice.* A Member may waive notice of any meeting required to be given under this Agreement before, at, or after any meeting. Any meeting shall be valid without notice if all the Members entitled to participate in the meeting meet and consent to the holding of the meeting at such time and place.

6.5. *Record Date.* The date on which notice of a meeting is deemed to be given under this Agreement shall be the record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members. The determination of Members entitled to vote at any meeting of the Members shall also apply to any adjournment of such meeting.

6.6. *Quorum.* A Majority in Interest of the Members entitled to participate in a meeting, present in person or represented by proxy, shall constitute a quorum. If a quorum is not present at a properly noticed meeting, a Majority in Interest of those Members entitled to vote, present in person or by proxy, may adjourn the meeting to another time and place without notice if the time and place are announced at the adjourned meeting. If the adjournment is for more than thirty (30) days, notice shall be given as provided in this Agreement to all Members entitled to participate in the meeting.

6.7. *Voting.* Each Member entitled to participate in a meeting shall have a number of votes equal to his Participation Percentage. If a Member transfers his Interest to an assignee who does not become a substitute Member, neither the transferring Member nor the assignee shall be entitled to vote the transferred Interest and the transferred Interest shall not be considered outstanding for purposes of determining the existence of a quorum. A withdrawn Member shall not be entitled to vote nor shall the withdrawn Member's Interest be considered outstanding for purposes of determining the existence of a quorum.

6.8. *Manner of Acting.* Except as otherwise provided in this Agreement, the vote of a Majority in Interest of the Members entitled to participate in and present at a meeting at which a quorum is present shall be the act of the Members. A Member may vote in person or by a written proxy given to a Member or other Person. Any proxy must be filed with the Company before or at the time of its exercise.

6.9. *Action Without a Meeting.* The Members may take any action permitted or required to be taken at a meeting without a meeting if:

6.9.1. all the Members entitled to vote on the matter are given notice of the proposed action and an explanation of the proposed action; and

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6.9.2. that percentage or number of Members required to take or approve the action execute a written consent to that action.

Action taken by written consent under this Section 6.9 shall be effective on the date that percentage or number of Members required to take or approve the action have signed the consent unless the consent specifies a different effective date. The record date for determining Members required to consent to an action shall be the date notice of the proposed written consent is deemed given under this Agreement to the Members entitled to vote on the matter.

6.10. *Competition; Waiver of Opportunity Doctrine.* The Members hereby acknowledge and agree that except as otherwise specifically provided in this Agreement, each Member may engage in any other business or investment activity, unless such activity competes with or otherwise adversely affects the Company. No Member shall, solely by virtue of this Agreement or his relationship to the Company or the Interest Holders, be liable or accountable to the Company or any Interest Holder for failure to disclose or make available to the Company any business opportunity of which he becomes aware or be obligated to allow the Company or any Interest Holders to share or participate in any such other investments.

ARTICLE 7 Transfers and Withdrawals

7.1. *Transfers Prohibited.* Except as expressly permitted or required by this Agreement, no Person may Transfer all or any part of such Person's Membership Rights or Interest in the Company without the prior written consent of a Majority in Interest of the non-transferring Members, which consent may be granted or withheld in the Members' sole and absolute discretion. The Members acknowledge that the prohibitions on Transfers contained in this Agreement are reasonable and necessary restrictions and may be enforced by specific performance. Any attempted Transfer in violation of this ARTICLE 7 shall be void *ab initio* and of no force or effect, and the purported transferee shall not have any rights in the Interest or the Company.

7.2. *Permitted Transfers.* Subject to the other requirements of this ARTICLE 7, a Person may Transfer some or all of his Interest to a Permitted Transferee and, notwithstanding any provision of this Agreement to the contrary, a Permitted Transferee of a Member receiving an Interest pursuant to this Section 7.2 automatically shall be admitted as a substitute Member of the Company.

7.3. *Right of First Refusal.*

7.3.1. In the event any Person (the "Selling Member") receives an offer (the "Offer") from any Person other than a Permitted Transferee to purchase all of such Person's Interest in the Company, he shall first, prior to accepting such Offer, provide to the Company and the other Members (the "Offeree Members") a written notice (an "Offering Notice") specifying in detail the price, terms and conditions of the Offer along with the name of the proposed purchaser (such proposed purchaser being a fully disclosed principal) together with a complete copy of such Offer. The Company shall have the right, irrevocable for a period of thirty (30) days after receipt of the Offering Notice, to purchase the Interest specified in the Offering Notice at the price and upon the terms set forth therein; subject, however, to the modifications set forth in this Section. If the Company fails to exercise its option to buy the Interest offered, the Offeree Members shall have the right, irrevocable for a period of thirty (30) days after the expiration of the Company's thirty (30) day period, to purchase the Interest specified in the Offering Notice at the price and upon the terms set forth therein; subject, however, to the modifications set forth in this Section. If the Company and the Offeree Members fail to accept in whole the terms set forth in the Offering Notice within the thirty (30) day periods described above and consummate the purchase as set forth below, the Offer set forth in the Offering Notice shall be deemed rejected and for a period of one hundred twenty (120) days after the Offer is rejected, the Selling Member shall be free to dispose of his Interest in the Company at (but only at) the price and on (but only on) the terms and conditions of the Offer made to the Offeree Member in the Offering Notice and, notwithstanding any provision of this Agreement to the contrary, the purchaser shall automatically become a substitute Member of the Company.

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7.3.2. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree.

7.3.3. The Company or the Offeree Member(s) may purchase all of the Selling Member's interest in the Company upon the terms and conditions set forth in the Offering Notice; provided, however, that the Transfer from the Selling Member shall be consummated on a date not less than thirty (30) nor more than sixty (60) days after the exercise of the right of first refusal.

7.3.4. If the Selling Member fails to Transfer his Interest within the one hundred twenty (120) day period following rejection of the Offer, the rights of first refusal as set forth in this Section 7.3 shall again apply to any subsequent Transfer of the Selling Member's Interest.

7.4. *Withdrawal.* Except as otherwise provided in this Agreement, no Member may withdraw from the Company. A withdrawal in violation of this Section 7.4 shall constitute a material breach of this Agreement for which the Company shall have the right to recover damages and to offset the damages against any amounts otherwise distributable to that Member under this Agreement.

7.5. *Distributions Following Withdrawal.* Following an Event of Withdrawal with respect to a Member, the withdrawn Member shall receive the following distributions:

7.5.1. If the Member voluntarily withdraws under A.R.S. Section 29-733(1) or is expelled from the Company, and the business of the Company is continued following the withdrawal or expulsion, the Member shall not be entitled to receive any withdrawal distribution at the time of withdrawal nor shall the withdrawn Member receive any subsequent distributions or allocation of Profits or Losses. The sole amount payable to the withdrawn or expelled Member shall be an amount equal to the positive balance, if any, of the Member's Capital Account determined as if the Company had dissolved at the time of the withdrawal or expulsion. Any amount payable under this Section 7.5.1 shall be paid at the time the Company dissolves under ARTICLE 8 of this Agreement and shall be reduced by:

7.5.1.1. any damages suffered by the Company or the Members if the withdrawal violated the provisions of this Agreement; and

7.5.1.2. any amounts needed to make distributions otherwise payable to Interest Holders under ARTICLE 8 of this Agreement.

7.5.2. Following an Event of Withdrawal with respect to a Member other than a voluntary withdrawal or expulsion, if the business of the Company is continued following the Event of Withdrawal, the withdrawn Member shall not be entitled to receive a withdrawal distribution but the withdrawn Member (or the withdrawn Member's personal representatives, successors and assigns) shall be entitled to receive the share of distributions, including distributions representing a return of Capital Contributions, and the allocation of Profits and Losses, to which the withdrawn Member otherwise would have been entitled if the Event of Withdrawal had not occurred.

7.5.3. If the Company dissolves and winds up its business under ARTICLE 8 of this Agreement following an Event of Withdrawal with respect to a Member, the withdrawn Member and his personal representatives, successors and assigns shall have the rights of an assignee of the withdrawn Member's Interest in the Company to receive allocations of Profits and Losses and to receive distributions with respect to the Member's Interest during and on completion of winding up. If the Event of Withdrawal violated this Agreement, the distributions paid to the withdrawn Member shall be offset by any damages suffered by the Company or its Members as a result of the Event of Withdrawal.

7.6. *Option on Death.* Upon the death of a Member, if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase the deceased Member's Interest. If the Company fails to exercise such option to purchase the Interest of a deceased Member within sixty (60) days after the death of the Member, the other Members shall, for sixty (60) days after the expiration of the Company's option, have the option

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to purchase the Interest. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree. If either option is exercised, the owner of the Interest of a deceased Member shall sell the Interest as provided herein. The Personal Representative of a deceased Member's estate may exercise all of the decedent's rights and powers as a Member until such time as the Interest is transferred. The purchase price, the method of payment and the other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the other Members, the Interest shall remain fully subject to and bound by the terms of this Agreement.

7.7. *Option on Disability.* Upon the disability of a Member, if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase and the owner of the Interest of a disabled Member shall sell the disabled Member's Interest. If the Company fails to exercise such option to purchase the Interest of a disabled Member within sixty (60) days after the disability of the Member, the other Members shall, for sixty (60) days after the expiration of the Company's option, have the option to purchase the Interest in the proportion that their Interests bear to the total Interest of the Company then outstanding less the disabled Member's Interest or in such percentages as otherwise agreed to by the remaining Members. The purchase price, the method of payment and the other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the other Members, the Interest shall remain fully subject to and bound by the terms of this Agreement. For purposes of this Agreement, the term "disability" shall have the same meaning such term has for purposes of any disability insurance policy maintained by the Company with respect to such Person. If the Company does not maintain such a policy with respect to such Person, the term shall mean a physical or mental impairment which renders the Person incapable of rendering his normal duties for the Company; provided, however, such impairment must be certified by a competent physician who is acceptable to the Manager or by a judicial determination, and it must be shown that such impairment has continued or will continue for a period of not less than six (6) months. A determination of disability shall be made at the request of the Person who is or may be disabled or the other Members if such other Members reasonably believe that the Person is disabled. The Members and Interest Holders hereby consent to undergo the examination and testing reasonably necessary for the determination of disability. Each Member and each Interest Holder also hereby waives any applicable physician-patient privilege for purposes of such examination and testing and disclosure of the results therefrom to the Company and the other Members.

7.8. *Option on Bankruptcy.* Following the bankruptcy or similar event set forth in Act Section 29-733(4) or (5) of a Member or Interest Holder (the "Offeror"), if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase the Interest owned by such Person. If the Company fails to exercise such option within sixty (60) days after the bankruptcy or similar event, the other Members shall for sixty (60) days after the expiration of the Company's option have the option to purchase the Interest. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree. If either option is exercised, the owner of the insolvent Person's Interest shall sell the Interest as provided herein. The purchase price, the method of payment and other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the Offerees, the Interest shall remain fully subject to and bound by the terms of this Agreement.

7.9. *Deadlock.*

7.9.1. If any vote of the Members results in a tie vote, any Member may demand, by notice to the other Members, that the matter be submitted for resolution by a group of representatives, one appointed by each Member (collectively, the "Representative"). That notice shall contain a clear description of the issue to be resolved and a statement that the matter must be resolved by the Representatives by unanimous agreement within thirty (30) days of the date of the notice. The Members shall cause the Representatives to consult with another, and they shall use reasonable efforts in good faith to resolve the matter in a manner mutually satisfactory to all the Members. Any resolution agreed to by all the Representatives shall be final and binding on the Members and the Company. In the event that unanimous agreement with respect to the issue in dispute is not made within thirty (30) days after the date of the written notice, the Representatives shall immediately notify the Members of the lack of agreement.

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7.9.2. Notwithstanding anything to the contrary contained in this Agreement, within sixty (60) days after the date of the notice provided by the Representatives of their failure to reach agreement, any Member may submit two (2) offers to the other Members, which shall be identical in all respects except that one shall be an offer to purchase all the non-offering Member's Interest (the "Purchase Offer") and the other shall be an offer to sell all the offering Member's Interest (the "Sell Offer"). Each offer shall contain all material terms and conditions, including, without limitation, the dollar amount.

7.9.3. The non-offering Members shall have sixty (60) days from receipt of the offers to accept either the Purchase Offer or Sell Offer in writing delivered to the offering Member. In the event the non-offering Members fail to agree on whether to buy or sell or fail to timely accept an offer in writing, the non-offering Members shall be deemed to have agreed to accept the Purchase Offer.

7.9.4. The purchase and sale shall be closed on the date designated by the purchasing party, but no more than one hundred eighty (180) days after receipt of the notice of offer.

7.9.5. If no offer to purchase or sell an Interest is made under this Section, the parties rights under this Agreement shall be determined as if there had been no tie vote of the Members invoking the rights set forth in this Section, and the Company shall not take the proposed action which resulted in the tie vote.

7.10. *Conditions of Transfer.* A Transfer otherwise permitted under this ARTICLE 7 shall not be permitted and any attempted Transfer shall be null and void and of no effect whatsoever unless and until the following conditions are satisfied:

7.10.1. The transferor and the transferee execute such documents and instruments of conveyance and assumption as may be reasonably necessary or appropriate in the reasonable opinion of the Company to effect such Transfer and to confirm the transferee's assumption of all monetary and other obligations of the transferor with respect to the Interest being transferred.

7.10.2. The transferee, in writing, accepts and adopts all of the terms of this Agreement, as the same may have been amended.

7.10.3. The transferor and the transferee pay all of the reasonable costs and expenses incurred by the non-transferring Members and the Company in connection with such Transfer.

7.10.4. If the Transfer will cause a termination of the Company under Code Section 708, the Company receives an opinion of its attorney that the termination will not have a material adverse effect on the Company or any of its Interest Holders.

7.11. *Transferees.* The assignee of an Interest in the Company shall have no right to participate in the business and affairs of the Company or to exercise any Membership Rights unless the assignee is admitted as a substitute Member pursuant to ARTICLE 7 of this Agreement. The assignee only shall be entitled to receive distributions, including distributions representing a share of Capital Contributions, and be allocated Profits, Losses, and other items of income, gain, loss, deduction and credit attributable to the transferred Interest.

7.12. *Additional Members.* The Company shall not issue additional Interests in the Company without the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion.

7.13. *Substitute Members.* An assignee of an Interest other than a Permitted Transferee may be admitted as a substitute Member only upon the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion.

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ARTICLE 8

Dissolution and Termination

8.1. *Events of Dissolution.* The Company will be dissolved on the first to occur of the following events:

8.1.1. The written consent of a Majority in Interest of the Members.

8.1.2. The entry of a judgment of dissolution under Act Section 29-785 or an administrative dissolution under Act Section 29-786.

8.1.3. An Event of Withdrawal of the last remaining Member unless within ninety (90) days of the Event of Withdrawal all assignees of Interests in the Company by written consent admit at least one (1) Member pursuant to Act Section 29-731(B)(4) to continue the business of the Company.

8.1.4. The sale or other disposition of all or substantially all of the Company's Property (including, without limitation, taking by eminent domain, but excluding any like-kind exchange) and receipt by the Company of the proceeds therefrom unless such sale or other disposition involves any deferred payment of the consideration for such sale or disposition, in which case the Company shall not dissolve until the last day of the calendar year during which the Company shall receive the balance of such deferred payment.

Except as otherwise provided in this Section 8.1, an Event of Withdrawal of a Member shall not cause the Company to dissolve and the Company automatically shall continue following such an Event of Withdrawal.

8.2. *Winding Up.* Following the dissolution of the Company, the Company promptly shall file a Notice of Winding Up with the Arizona Corporation Commission in accordance with Act Section 29-781. The Members, on behalf of the Company, shall collect the Company's Property and take such other and further action as is required to wind up the business and affairs of the Company. The Members shall determine which Property will be sold or otherwise disposed of and which Property will be distributed in kind to the Members. The Members then shall liquidate the Property of the Company that is to be sold or otherwise disposed of, establish such reserves as the Members shall reasonably deem necessary, and apply or distribute the proceeds of such liquidation, or distribute the Company's Property in kind, in the following order and priority:

8.2.1. *Debts.* To payment of the debts and liabilities of the Company, including debts owed to Interest Holders. To the extent permitted by law, the Company first shall pay liabilities for which any Interest Holder is or may be personally liable; and

8.2.2. *Remainder.* Thereafter, to the Interest Holders in accordance with their positive Capital Account balances. For purposes of this Section 8.2, the Interest Holders' Capital Accounts shall be adjusted and determined in the same manner as if all of the Company Property that is to be distributed in kind were sold for cash at its fair market value as of the date of distribution. All distributions pursuant to this Section 8.2 shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

8.3. *Deficit Capital Accounts.* Notwithstanding any provision in this Agreement to the contrary except Section 4.2.1, an Interest Holder with a deficit balance in the Interest Holder's Capital Account shall not be obligated to make any Capital Contributions to the Company to restore such deficit balance to zero and the negative balance of such Interest Holder's Capital Account shall not be considered a debt or obligation of the Interest Holder to the Company, the other Interest Holders, or any other person.

8.4. *Rights of Interest Holders.* Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the Property of the Company for the return of his Capital Contribution and no Interest Holder shall have priority over any other Interest Holder with respect to distributions or the return of his Capital Contribution.

8.5. *Allocations in Year of Liquidation.* Anything in ARTICLE 9 to the contrary notwithstanding, in the Fiscal Year of liquidation of the Company, or the Fiscal Year in which all or substantially all of the Company's

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Property is sold, whichever occurs first, and, in either case, in the prior Fiscal Year if such liquidation or sale occurs during the first one hundred five (105) days of the Fiscal Year, items of Company income, gain, deduction, and loss shall be allocated to the Interest Holders in a manner such that the Capital Account of each Interest Holder immediately prior to the distribution under Section 8.2.2 is equal to the total amount that would have been distributed to that Interest Holder under ARTICLE 9 if the Company's liquidating distributions were made in accordance with that Section.

8.6. *Articles of Termination.* On the completion of the winding up of the Company and the distribution of the Property of the Company as provided herein, the Company shall file such Articles of Termination or other documents as may be required by the Act to terminate the Company.

ARTICLE 9 Tax Matters

9.1. *Definitions.* The capitalized words and phrases used in this ARTICLE 9 shall have the following meanings:

9.1.1. "*Adjusted Agreed Value*" means, with respect to Company Property, the Property's Initial Agreed Value with the adjustments required under this Agreement.

9.1.2. "*Adjusted Capital Account Deficit*" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

9.1.2.1. the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

9.1.2.2. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

9.1.3. "*Capital Account*" means, with respect to each Interest Holder, the capital account maintained in the Company's books and records in the following manner:

9.1.3.1. Each Interest Holder's Capital Account shall be credited by:

9.1.3.1.1. the amount of money contributed by the Interest Holder to the Company;

9.1.3.1.2. the fair market value of the Property contributed by the Interest Holder to the Company (net of liabilities secured by such Property that the Company is considered to assume or take subject to under Code Section 752);

9.1.3.1.3. the amount of Profits or items of income and gain allocated to the Interest Holder pursuant to Sections 9.2, 9.3, or 9.5, but not items of income and gain allocated to the Interest Holder pursuant to Section 9.4; and

9.1.3.1.4. the amount of Company liabilities that are assumed by the Interest Holder under Regulation Section 1.704-1(b)(2)(iv)(c).

9.1.3.2. Each Interest Holder's Capital Account shall be debited by:

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9.1.3.2.1. the amount of money distributed to the Interest Holder;

9.1.3.2.2. the fair market value of any Property distributed to the Interest Holder (net of liabilities secured by such Property that the Interest Holder is considered to assume or take subject to under Code Section 752);

9.1.3.2.3. the amount of Losses and items of deduction and loss allocated to the Interest Holder pursuant to Section 9.2, 9.3, or 9.5, but not items of deduction and loss allocated to the Interest Holder pursuant to Section 9.4; and

9.1.3.2.4. the amount of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c).

9.1.3.3. If Property is distributed to an Interest Holder, the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if the distributed Property were sold in a taxable transaction for an amount equal to the gross fair market value of such Property on the date of distribution (taking into account Code Section 7701(g)) and the Profit or Loss from such disposition were allocated among the Interest Holders pursuant to this Agreement.

9.1.3.4. If money or other Property (other than a de minimis amount) is:

9.1.3.4.1. contributed to the Company by a new or existing Interest Holder in exchange for an Interest; or

9.1.3.4.2. distributed by the Company to a retiring or continuing Interest Holder as consideration for an Interest in the Company,

then, if the Members deem such an adjustment necessary to reflect the economic interests of the Interest Holders, the Agreed Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Code Section 7701(g)) and the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if all the Company's Property had been sold in a taxable transaction for such amount on such date and the Profits or Losses allocated to the Interest Holders pursuant to this Agreement.

9.1.3.5. To the extent that Regulation Section 1.704-1(b)(2)(iv)(m) requires an adjustment to the tax basis of any Company Property pursuant to Code Section 734(b) or Code Section 743(b) to be taken into account in determining Capital Accounts, the Agreed Value of the Company's Property and the Capital Accounts of the Interest Holders shall be adjusted in the manner required under that Section of the Regulations.

9.1.3.6. The transferee of any Interest transferred pursuant to this Agreement shall succeed to the Capital Account of the transferor that is attributable to the transferred Interest. The parties intend that the Capital Accounts of all Interest Holders be maintained in accordance with Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted in a manner consistent with that Section of the Regulations.

9.1.4. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

9.1.5. "Company Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(b)(2) for "partnership minimum gain".

9.1.6. "Initial Agreed Value" means, with respect to Property contributed to the Company, the Property's fair market value upon contribution (as determined by mutual agreement of the contributing Interest Holder and the Company) and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time it is acquired.

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9.1.7. "*Member Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations for "partner nonrecourse debt".

9.1.8. "*Member Nonrecourse Debt Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain".

9.1.9. "*Member Nonrecourse Deductions*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions".

9.1.10. "*Nonrecourse Deductions*" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

9.1.11. "*Nonrecourse Liability*" has the meaning set forth in Regulation Section 1.704-2(b)(3).

9.1.12. "*Profits and Losses*" means, for each Fiscal Year or other period for which Profits and Losses must be computed, the Company's taxable income or loss determined in accordance with Code Section 703(a), adjusted as follows:

9.1.12.1. taxable income or loss shall include all items of income, gain, loss, or deduction which Code Section 703(a)(1) requires to be stated separately;

9.1.12.2. Profits or Losses shall include any tax-exempt income of the Company not otherwise taken into account in computing Profits or Losses;

9.1.12.3. Profits or Losses shall include Company expenditures which are described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and which are not otherwise taken into account in computing Profits or Losses;

9.1.12.4. gain or loss resulting from any taxable disposition of Company Property shall be computed by reference to the Property's Adjusted Agreed Value, rather than by reference to the Property's adjusted basis for federal income tax purposes;

9.1.12.5. in computing Profits and Losses, if the Adjusted Agreed Value of Company Property differs from the Property's adjusted basis for federal income tax purposes, then the amount of depreciation, depletion, or amortization for a period with respect to the Property shall be the amount that bears the same relationship to the Adjusted Agreed Value of such Property as the depreciation (or cost recovery deduction), depletion, or amortization computed for tax purposes with respect to such Property for such period bears to the adjusted tax basis of such Property or, if the Property has a zero basis for tax purposes, the amount determined under any reasonable method selected by the Company;

9.1.12.6. Profits and Losses shall not include any items which are specially allocated pursuant to Section 9.4 or 9.5 hereof.

9.1.13. "*Tax Matters Member*" means the member appointed pursuant to this Agreement to serve as the "tax matters partner" (as defined in Code Section 6231) for the Company.

9.1.14. "*Treasury Regulations*" or "*Regulations*" means the income tax regulations, including any temporary regulations, promulgated pursuant to the Code as such regulations may be amended or superseded from time to time.

9.2. *General Allocations of Profits and Losses.* After making any special allocations contained in Section 9.5, Profits and Losses for any Fiscal Year shall be allocated to the Interest Holders in the ratio of their Participation Percentages.

9.3. *Loss Limitations.*

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9.3.1. No Losses shall be allocated to any Interest Holder pursuant to Section 9.2 if the allocation would create or increase an Adjusted Capital Account Deficit for that Interest Holder. All Losses subject to the limitation set forth in this Section 9.3.1 shall be allocated among the remaining Interest Holders in the ratio of their Participation Percentages. If all Interest Holders are subject to the limitation of this Section 9.3.1, Losses shall be allocated among the Interest Holders in the ratio of their Participation Percentages or in such other ratio that is in accordance with the Interest Holders' interests in the Company, as determined by the Company. Any other provision of this Agreement to the contrary notwithstanding, if any Losses are allocated pursuant to this Section 9.3.1, those Losses shall be recovered, on a *pari passu* basis, from the next available Profits of the Company.

9.3.2. If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Interest Holders who are limited entrepreneurs (within the meaning of Section Code 464(e)(2)), then, subject to Section 9.3.1, the Losses in excess of 35% otherwise allocable to those Interest Holders shall be specially allocated among the other Interest Holders in the ratio that each shares in Losses. Any other provision of this Agreement to the contrary notwithstanding, if any Losses are allocated pursuant to this Section 9.3.2, those Losses shall be recovered, on a *pari passu* basis, from the next available Profits of the Company.

9.4. Section 704(c) Allocations.

9.4.1. *Contributed Property.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall be allocated among the Interest Holders, solely for tax purposes, so as to take into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

9.4.2. *Adjustments to Agreed Value.* If the Adjusted Agreed Value of any Company Property is adjusted as provided in Section 9.1.3.4, subsequent allocations of income, gain, loss, and deduction with respect to the Property shall, solely for tax purposes, take account of any variation between the adjusted basis of the Property for federal income tax purposes and its Adjusted Agreed Value in the manner as provided under Code Section 704(c) and the Regulations thereunder.

9.5. Regulatory Allocations. The following allocations shall be made in the following order:

9.5.1. *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if, during any Fiscal Year, there is a net decrease in Company Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this ARTICLE 9, shall be specially allocated items of gross income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Section 9.5.1 shall be made first from gain recognized from the disposition of Company Property subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to that Property, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Section 9.5.1 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

9.5.2. *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(i)(4), if, during any Fiscal Year, there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year, shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Section 9.5.2 shall be made first from gain recognized from the disposition of Company Property subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to that Property, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any

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allocation pursuant to this Section 9.5.2 shall constitute a "partner nonrecourse debt minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

9.5.3. *Qualified Income Offset.* If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4),(5), or (6), then, to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Company (consisting of a *pro rata* portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Section 9.5.3 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

9.5.4. *Nonrecourse Deductions.* Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Interest Holders in the ratio of their Participation Percentages.

9.5.5. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Debt shall be allocated to the Interest Holder who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(j).

9.5.6. *Regulatory Allocations.* The allocations included in Section 9.5 are included to comply with the Regulations under Code Section 704(b). In allocating other items of income, gain, loss and deduction, the allocations included in Section 9.5 shall be taken into account so that to the maximum extent possible the net amount of income, gain, loss and deduction allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 9.5 had not been made.

9.6. *Varying Interests; Allocations in Respect to Transferred Interests.* Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any interest is sold, assigned, or transferred during any Fiscal Year in compliance with the provisions of this Agreement, Profits, Losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

9.7. *Tax Matters Member.* Michael C. Warren shall be the Tax Matters Member, for any Fiscal Year in which the Company fails to qualify for the small partnerships exception under Code Section 6231(a)(1)(B), unless replaced by the Members in accordance with this Agreement. The Tax Matters Member shall have all the powers and responsibilities of a "tax matters partner" under the Code. The Tax Matters Member shall send copies to each Interest Holder of all notices from government taxing authorities which are received by or otherwise come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable costs and expenses incurred by the Tax Matters Member in performing his duties. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service or other taxing authority without the approval of a Majority in Interest of the Members.

9.8. *Miscellaneous.*

9.8.1. *Returns and Other Elections.* The Company shall cause the preparation and timely filing of all tax returns required pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in his sole discretion.

9.8.2. *Information.* Within seventy-five (75) days after the end of each Fiscal Year, the Company shall cause to be sent to each Person who was an Interest Holder at any time during that Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for the Fiscal Year.

~~THE CORPORATION'S BYLAWS~~

9.8.3. *Knowledge.* Each Interest Holder acknowledges that he understands the economic and income tax consequences of the allocations under this Agreement and agrees to be bound by the provisions of this ARTICLE 9 in reporting his taxable income and loss from the Company.

ARTICLE 10

Miscellaneous

10.1. *Notices.* All notices authorized or required to be given pursuant to this Agreement shall be given in writing and either personally served on the Person to whom given, mailed postage prepaid, or sent by facsimile transmission (and also mailed within 24 hours thereafter), addressed to the Person's address or facsimile number as it appears on the books of the Company. All notices shall be deemed given when personally delivered or, if mailed as provided in this Section 10.1, on the second day after the date of mailing, or if sent by facsimile transmission, 24 hours after the time of dispatch. Any Person may change his address for the receipt of notices at any time by giving written notice thereof to the Company and the other Members in accordance with the terms of this Section 10.1. The inability to deliver notice because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the Notice as of the date of such inability to deliver or the rejection or refusal to accept. Any notice to be given by any Person herein may be given by an agent for such Person.

10.2. *Bank Accounts.* All funds of the Company shall be deposited in the Company's name in an institution or institutions determined by the Company.

10.3. *Title to Property.* Except as otherwise provided in this Agreement, all Property acquired by the Company shall be held in the Company's own name. The Company may cause legal title to any Property to be held in a name other than the Company's name, including without limitation a Member's name or the names of trustees, nominees, or straw parties for the Company. The Members acknowledge and agree that the manner in which title to the Company's Property is held is solely for the convenience of the Company and that such Property shall be treated as Company Property for purposes of this Agreement and the Act.

10.4. *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.5. *Governing Law.* The laws of the State of Arizona, without regard to conflicts of laws principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

10.6. *Amendment.* This Agreement may be amended only by the written consent of a Majority in Interest of the Members, provided, however, that any provision of this Agreement requiring a vote or consent of more than a Majority in Interest of the Members may be amended only by the written consent of that number or percentage of the Members required to take or approve the action set forth in that provision.

10.7. *Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

10.8. *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

10.9. *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.10. *Partition.* The parties hereto irrevocably waive any right that they may have to maintain any action for partition with respect to any Company Property.

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10.11. *Entire Agreement.* This Agreement constitutes the entire agreement among or between the parties, and supersedes any prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

10.12. *Representation.* The parties hereby agree that in connection with the preparation of this Agreement, Integrated Accounting Services, LLC has solely represented the Company and has not represented any party other than the Company. Each party has been advised to obtain independent representation in connection with this Agreement and the formation of the Company.

10.13. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member, deliver to the requesting Person a certificate stating, to the Member's knowledge, that:

10.13.1. this Agreement is in full force and effect;

10.13.2. this Agreement has not been modified except by any instrument or instruments identified in the certificate; and

10.13.3. there is no default hereunder by the requesting Person or, if there is a default, the nature and extent thereof.

10.14. *Parties in Interest.* Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.15. *Successors in Interest.* Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors and permitted assigns of any of the parties to this Agreement.

10.16. *Incorporation by Reference.* Every exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.17. *Compliance with the Act.* The parties shall execute all amendments of the Articles, and take all other action as may be necessary or appropriate to comply with the requirements of the Act.

10.18. *Arbitration.* The parties agree that any dispute arising out of this Agreement shall be resolved through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). The party desiring to initiate the arbitration process shall give written notice to that effect to the other party and shall, in such written notice, include a brief statement of its claims. Within ten (10) days of the notice of intent to arbitrate, the parties shall meet for the purpose of attempting to jointly select a single arbitrator to serve in the matter. If they are unable to agree on the designation of the arbitrator, either party may apply to the AAA for the appointment of a single arbitrator in accordance with the rules of the AAA then in effect. The arbitration proceeding shall be held within sixty (60) days of the appointment of the arbitrator and the arbitrator shall render his or her decision within thirty (30) days after the conclusion of the arbitration proceeding. The decision of the arbitrator shall be final and binding upon, and non-appealable by, the parties and any judgment may be had on the decision and award so rendered in any court of competent jurisdiction. The prevailing party shall be entitled to all costs incurred in connection with the arbitration proceeding, including the fees of the arbitrator, its reasonable attorneys' fees, witness fees and other costs as determined by the arbitrator.

ARTICLE 11

Agreement of Spouses and Members

11.1. *Spouses Bound by Agreement.* The spouse of each Member who is a married individual shall execute this Agreement. If an unmarried Interest Holder should marry during the term of this Agreement, such Interest Holder shall obtain the consent of his or her spouse to the terms of this Agreement within 30 days of the date of the marriage. Failure to obtain such consent shall constitute a material breach of this Agreement and entitle, but not require, the Company or its assignee to purchase the Interest Holder's Interest for the purchase price, and

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under the terms, set forth in *Exhibit B*. The spouses executing this Agreement each hereby consent to be bound by its terms and conditions. Should an event occur which requires that an Interest Holder offer or be deemed to have offered his Interest to the Company or the other Interest Holders, then the rights and obligations of the offerees shall extend not only to the Interest actually owned by the Interest Holder but also to the Interest owned, legally or beneficially, by the Interest Holder's spouse and by the community of the Interest Holder and his or her spouses. Each spouse of an Interest Holder hereby irrevocably authorizes the Interest Holder to make any offers required to be made under this Agreement and to take any other action authorized or required by a Member or Interest Holder under this Agreement.

11.2. *Option to Purchase*. In the event that the marriage of any Interest Holder is terminated by divorce, dissolution or legal separation, the spouse of any Interest Holder shall not be entitled to receive any of that Interest Holder's Interest, under either a court decree or property settlement agreement. If, however, a court of competent jurisdiction should grant such Interest, or any portion thereof, to a spouse of an Interest Holder pursuant to a decree of divorce, dissolution or legal separation, then such Interest Holder shall have an option to purchase such Interest from his or her spouse. This option shall be exercised, if at all, within thirty (30) days after the date of entry of the decree of divorce, dissolution or legal separation. The purchase price shall be the lesser of the value set forth in the decree of divorce, dissolution or legal separation, whichever is applicable, or the purchase price and terms of the purchase as provided in *Exhibit B*. If the Interest Holder fails to exercise his or her option within that thirty (30) day period, the Company or its assignee for a thirty (30) day period after receipt of notice of such Interest Holder's failure to exercise the option shall have the option to purchase the spouse's Interest for the purchase price, and under the terms and conditions, applicable to the Interest Holder under this Subsection.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, this 13th day of December, 2010

MEMBERS:



Alirezaa Ahmadiyah, Member

Roya Zojaji, Member

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

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF N/A STATE APPLICATION # 10043065

COUNTY OF GILA, ARIZONA. CITY/TOWN/COUNTY # LL-11-04

ORDER # LL-11-04

At a Regular meeting of the Board of Supervisors of the City/Town/County
(Regular or Special) (Governing Body)

of Gila held on the 7th day of June, 2011 the
(Day) (Month) (Year)

application of Alireza Ahmadiéh/Valley Business Holdings, LLC for a license to sell spirituous liquors at
the premises described in Application # 10043054, License Class Series 10 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Alireza Ahmadiéh/Valley Business Holdings LLC
is hereby recommended for _____
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the
Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department