



Staff Report

Agenda Item: **LIQUOR LICENSE FOR LAS CARRETAS MEXICAN RESTAURANT** – Discussion and consideration of a recommendation to the Arizona Department of Liquor License and Control for approval of a new liquor license application from Las Carretas Mexican Restaurant, 1481 Paloma Way, Clarkdale, Arizona.

Staff Contact: Walt Good, Deputy Town Clerk

Meeting Date: January 12, 2010

Background: Juan Aguilar Leon is the applicant for a new liquor license for Las Carretas Mexican Restaurant, 1481 Paloma Way, Clarkdale, Arizona. Mr. Leon has applied to the Arizona Department of Liquor Licenses & Control (ADLLC) for a new liquor license to a new business in Clarkdale under the name of Las Carretas Mexican Restaurant. They intend to offer beer, wine and spirits along with their regular menu items. Mr. Leon has made the payment to the Town of Clarkdale of \$100.00.

The Las Carretas Mexican Restaurant, 1481 Paloma Way, Clarkdale, Arizona has been posted with required notification to the public that the Town of Clarkdale Council will review this request in accordance with ADLLC requirements.

The License Restrictions allowed by the ADLLC are:

a. A spirituous liquor retailer's license will not be issued for any premises which are, at the time the application is filed, within three hundred (300) feet of a church, a school building with any grades K-12 or a fenced recreational area adjacent to a school building. This restriction does not apply to premises granted a restaurant, hotel-motel, special event, club or government license. Nor does it apply to the transfer of premises which had been operating under a previously issued valid license.

b. An application for a spirituous liquor license will not be accepted for a location which has been previously rejected until twelve (12) months after the date of the prior rejection.

ARS 4-207, 4-208.

Council's consideration of this new license is based upon the following portion of the Approval Process:

The appropriate governing body will hold a meeting and must either approve, disapprove or offer a "no-recommendation" decision on the application. This action must take place within sixty (60) days of the filing of the application. During the time the governing body is processing the application, the Department will conduct a background check of the applicant.

If the application is approved at the appropriate government level and no written protests have been received by the Department, and if there is no objection by the Director, the application will be approved. This process normally takes sixty-five (65) to one hundred five (105) days after the filing of the application.

If the governing body disapproves the application or offers a "no-recommendation", or if protests have been filed with the Department, the application must be set for a hearing before the State Liquor Board.

Recommendations: To recommend to the Arizona Department of Liquor License and Control, approval of a liquor license application from Las Carretas Mexican Restaurant, 1481 Paloma Way, Clarkdale, Arizona.

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 6 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:

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

SECTION 3 Type of license and fees

LICENSE #: 12133460

1. Type of License: 12 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. LEON (Insert one name ONLY to appear on license)

JUAN PLOU 779 Aguilar

2. Corp./Partnership/L.L.C.: (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: LAS CARRETAS MEXICAN RESTAURANT B1040947 (Exactly as it appears on the exterior of premises)

4. Principal Street Location: 1481 PALOMA WAY CLARKDale YAVAPI 86324 (Do not use PO Box Number)

5. Business Phone: 928-6347751 Daytime Contact: 928-9701546

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 1481 PALOMA WAY CLARKDale AZ 86324 (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: Application 100 Interim Permit 100 Agent Change Club 48.00 Finger Prints \$ 248.00 TOTAL OF ALL FEES

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

Accepted by: M.C. Date: 12/8/09 Lic. # 12133460

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SEE ATTACH. A LOOSE AGREEMENT.

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
LEON	JUAN	Aguilar	100	1000. HORIZON	CLARK DALE AL DINE-86324

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"/>						

(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#

COMMERCIAL LEASE

This Lease is entered into this date by and between Gustavo and Victoria Vargas (collectively called "Lessor") and Juan A. Leon ("Lessee").

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises commonly known as 1481 Paloma Way, Hwy 89A, Clarkdale, AZ 86324.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

Section 1: Acceptance of Lease. The Lessee has fully inspected the premises and accepts said letting and agrees to pay to the order of the Lessor the rentals stated below for the full term of this lease, in advance, at the times and in the manner aforesaid.

Section 2: Term. The term on this lease shall be for a period of two years commencing on January 1, 2009. The lease may be renewed for an additional two-year period of time, at a rental rate calculated as specified below. However, the option to renew the lease must be exercised by Lessee providing Lessor with at least 60 days' written notice of the exercise of said option.

Section 3: Basic Rent.

Lessee shall pay to Lessor for each full calendar month during the lease term basic rent in the sum of \$3,500.00 per month (plus any applicable sales, use, privilege or excise tax). The basic rent shall be payable in advance upon the 1st day of each calendar month. Basic rent for the second year of the lease, commencing December 1, 2010 shall be \$4,000.00. The first month's basic rent in the sum of \$3,500.00 shall be paid on or before January 1, 2009. Lessee hereby acknowledges that late payment of rent and other sums due from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or any other sum due Lessor from Lessee shall not be received by Lessor or Lessor's designee within 5 days after such amount is due, Lessee shall pay to Lessor a late charge equal to 10% of the amount due. The parties hereby agree that such amount is a fair and reasonable estimation of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late fee by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted herein. Time remains of the essence. Any amount due to Lessor that is not paid when due shall bear interest at 10% per annum from the date due.

Section 4: Allocation of Additional Costs and Fees Between the Parties.

A. Lessor shall pay all real property taxes assessed against the subject property during the term of this lease.

B. The Lessee shall pay for all heat, light, water, power, and other services or utilities used in the above demised premises during the term of this lease.

D. Lessor shall pay the cost of its own liability, fire and casualty insurance that covers liabilities that might be encountered by Lessor as the property owner, and to insure the building against fire damage or other destruction. However, Lessee shall pay, as additional rent, any the cost of the liability, fire and casualty insurance. In addition, Lessee shall provide the insurance required by Article 14, below.

E. Lessee shall pay all expenses of maintenance, operation and repair of the subject premises and each and every expense and charge of whatsoever kind or nature that is required with respect to the subject premises.

Section 5: Adjustment of Rent Upon Renewal.

A. If Lessee elects to exercise its option to renew the lease for the five-year renewal period, the amount of basic monthly rent shall be adjusted to reflect any upward change in the cost of living.

B. The adjustment, if any shall be calculated on the basis of the Consumer Price Index (CPI) published by the U. S. Department of Labor, Bureau of Labor Statistics. The December 2007 monthly index shall be considered the "Base CPI." The monthly basic rent shall be adjusted by the percentage increase, if any, in the index as of December of the preceding lease year, over the Base CPI.

C. The CPI to be used shall be the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Phoenix, Arizona." If the U. S. Department of Labor ceases to prepare a CPI, and there is no successor, then there shall be used in place thereof an equivalent index, prepared by any agency of the U. S. Government, or by a responsible financial periodical of recognized authority, to be selected by mutual agreement.

Section 6. Use of Premises.

A. The Lessee shall use said demised premises during the term of this lease for the conduct of the business of a restaurant known as Las Palapas and for no other purpose whatsoever without Lessor's written consent.

B. The Lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as Lessee may be licensed by law to sell and as may be herein expressly permitted; nor will he sell or permit to be

sold any controlled substance on or about said premises.

C. The Lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with the written consent of the Lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the Lessor from taking advantage of any rulings of any agency of the state in which said leased premises are situated or its successors, which would allow the Lessor to obtain reduced premium rates for long term fire insurance policies.

D. Lessee shall comply at Lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises. Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulation or policies consistent with this Lease for the purpose of promoting safety, order, economy, cleanliness and good service to all tenants. All such regulations and policies shall be complied with as if part of this Lease.

E. The Lessee shall regularly occupy and use the demised premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than ten (10) days without written approval of Lessor.

Section 7. Repairs and Improvements.

A. The Lessee has examined the premises prior to entering into this lease agreement and accepts them as-is. Any improvements necessary for the operation of the business shall be done at the expense of the Lessee. The Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the Lessee hereby agrees to maintain and keep said leased premises including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at Lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; Lessee further agrees that Lessee will make no alterations, additions or improvements to or upon said premises without the written consent of the Lessor first being obtained.

B. The Lessor agrees to maintain in good order and repair during the term of this lease the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts. It is understood and agreed that the Lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the demised premises and Lessor

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and Lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as Lessor may deem necessary therefor, and Lessee waives any claim to damages, including loss of business resulting therefrom.

Section 8. Lessor's Right of Entry. It shall be lawful for the Lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

Section 9. Right of Assignment. The Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the Lessor being first obtained in writing; this lease is personal to said Lessee; Lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Lessee, or in any other manner, except as above mentioned.

Section 10. Liens. The Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

Section 11. Ice, Snow, Debris. At all times Lessee shall keep the walks and driveways in front of the demised premises free and clear of the snow, rubbish, debris and obstruction. Lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the Lessor against any injury whether to Lessor or to Lessor's property or to any other person or property caused by his failure in that regard.

Section 12. Overloading of Floors. The Lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located, or any part thereof, and the Lessor shall have the right, at any time, to call upon any competent engineer or architect whom the Lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the Lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the Lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the Lessor.

Section 13. Advertising Signs. The Lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the Lessee or for any purpose whatsoever without the written consent of the Lessor, however, the Lessee may make use of the windows of said leased premises to

display Lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the Lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section. The premises may contain one sign in front of the building; however, Lessor must approve of the sign in writing prior to its installation.

Section 14. Liability Insurance. The Lessee further agrees at all times during the term hereof to maintain, keep in effect, furnish and deliver to the Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$1,000,000 for injury to one person, \$5,000,000 for injuries arising out of anyone accident and not less than \$1,000,000 for property damage. Except as specifically covered by such insurance, Lessee agrees to and shall indemnify and hold Lessor harmless against any and all claims and demands arising from the negligence of the Lessee, his officers, agents, invitees and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this lease on Lessee's part to be performed, and shall at Lessee's own expense defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

Section 15. Fixtures. All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the Lessor or Lessee, shall be and become a part of the building as soon as installed and the property of the Lessor unless otherwise herein provided.

Section 16. Air & Light. This lease does not grant Lessee and right to access to air and light over the property.

Section 17. Casualty & Fire Damage; Duty to Repair. In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty; provided, however, that in the event of damage to said building by fire or other casualty to the extent of fifty per cent or more of the sound value of said building, the Lessor may or may not elect to repair said building; written notice of Lessor's said election shall be given Lessee within fifteen (15) days after the occurrence of said damage; if said notice is not so given, Lessor conclusively shall be deemed to have elected not to repair; in the event Lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and Lessor elects to repair, as aforesaid, then the Lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the Lessee, all or any part of said building in order to make the necessary repairs, and the Lessee hereby agrees to vacate upon request, all or any part of said building which the Lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its

interference with the occupancy of said leased premises by said Lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said Lessee, then there shall be no abatement of rent and the Lessor shall repair said damage with all convenient speed.

Section 18. Waiver of Subrogation Rights. Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are insured against by the insurance coverage required above. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured. Both parties shall give notice to their respective insurance carriers of this provision.

Section 19. Eminent Domain. In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the Lessee shall not be liable for any rent after the date of Lessee's removal from the premises.

Section 20. Signage. During the period of 120 days prior to the date above fixed for the termination of said lease, the Lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

Section 21. Premises on Termination. At the expiration of said term or upon any sooner termination thereof, the Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the Lessor or those having Lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor.

Section 22. Environmental Warranties. Notwithstanding any other provision of this lease, Lessee's use of the subject real property is expressly subject to the condition precedent that Lessee comply with the warranties, representations and covenants set forth in this Section. Lessee warrants, represents and covenants as follows:

- A. Lessee shall conduct no activity or allow to be conducted any activity or use

of the property which would result in the presence of any "Hazardous Materials" or any "Hazardous Materials Contamination" on the property;

a. "Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (c) radon and material quantities of petroleum products; (d) any substance the presence of which on the property is regulated by any federal, state or local law relating to the protection of the environment or public health; and (e) any other substance which by law requires special handling in its collection, storage, treatment or disposal.

b. "Hazardous Materials Contamination" means the contamination (whether presently existing or occurring after the date hereof) of the improvements, facilities, soil, ground water, surface water, air or other elements on or under the property by hazardous materials, or the contamination (whether presently existing or occurring after the date hereof) of the buildings, facilities, soil, ground water, surface water, air or other elements on or under any other property as a result of hazardous materials emanating from the property.

B. Lessee will obtain all necessary federal, state and local environmental permits necessary for its business and use of the property;

C. Lessee will at all times be in full compliance with the terms and conditions of its environmental permits;

D. Lessee will be in compliance with all applicable federal, state and local environmental statutory and regulatory requirements, other than those contained in its permits;

E. There are no pending environmental civil, criminal or administrative proceedings against Lessee;

F. Lessee knows of no threatened civil, criminal or administrative proceedings against it relating to environmental matters;

G. Lessee knows of no fact or circumstances that may give rise to any future civil, criminal or administrative proceedings against it relating to environmental matters.

Section 23. Indemnification. Lessee shall indemnify Lessor and shall hold Lessor harmless from any and all loss, damages, suits, penalties, costs, liability and expenses (including, but not limited to reasonable investigation and legal expense) arising out of any claim for loss or damage to any property, including the subject property, injuries to or death of persons, contamination of or adverse affects on the environment, or any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from any hazardous material, substance

or waste that becomes present on or under the subject property by reason of Lessee's activity and use of the property.

Section 24. Survival. Lessor and Lessee agree that the provisions of Sections 18, 22 and 23 of this Lease shall survive the termination and/or expiration of this Lease.

Section 25. Quiet Enjoyment. Lessor warrants and represents that Lessor is the owner of the leased premises, has full authority and right to lease the premises and enter into this Lease. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the claims of all persons during the lease term.

Section 26. Good Faith. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Lease. All promises and covenants are mutual and dependent.

Section 27. Attachment, Bankrupt, Default.

A. The Lessor or those having Lessor's estate in the premises, may terminate this lease and, lawfully, at Lessor's or their option immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of Lessor's former estate, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant if (a) the Lessee shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, (b) the Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Lessee, (c) the Lessee shall be declared bankrupt or insolvent according to law, (d) any assignment of Lessee's property shall be made for the benefit of creditors, or (e) on the expiration of this lease Lessee fails to surrender possession of said leased premises.

B. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive Lessor of any other action, right or remedy against Lessee for possession, rent or damages, nor shall any omission by Lessor to enforce any forfeiture, right or remedy to which Lessor may be entitled be deemed a waiver by Lessor of the right to enforce the performance of all terms and conditions of this lease by Lessee.

C. In the event of any re-entry by Lessor, Lessor may lease or relet the premises in whole or in part to any tenant or tenants who may be satisfactory to Lessor, for any duration, and for the best rent, terms and conditions as Lessor may reasonably obtain. Lessor shall apply the rent received from any new tenant first to the cost of retaking and reletting the premises, including remodeling required to obtain any new tenant, and then to any arrears of rent and future rent payable under this lease and any other damages to which Lessor may be entitled hereunder.

D. Any property which Lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten (10) days after any termination of the lease by Lessor, shall be deemed to have been abandoned, and Lessor may remove and sell said property at public or private sale as Lessor sees fit, without being liable for any prosecution therefor or for damages by reason thereof, and the net proceeds of said sale shall be applied toward the expenses of landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the Lessee.

Section 28. Holding Over. In the event the Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the Lessor.

Section 29. Waiver. Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Section 30. Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other

Section 31. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section 32. Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

Section 33. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 34. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Section 35. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

Section 36. Entire Agreement. This Agreement contains the entire understanding between and

among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 37. Prior Agreements. This document is the entire, final and complete agreement of the parties pertaining to the option to purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.

Section 38. Agreement Binding This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 39. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 40. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Section 41. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

Section 42. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

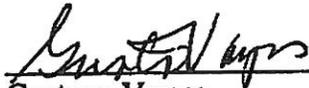
Section 43. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

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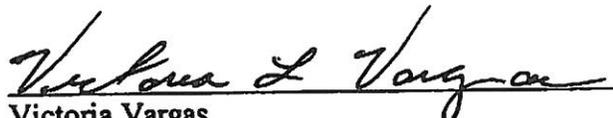
Section 44. Estoppel. Either party will, within 20 days after notice from the other, execute, acknowledge and deliver to the other party a certificate certifying whether or not this Lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent, and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the 21 day of Nov, 2009.

LESSOR:

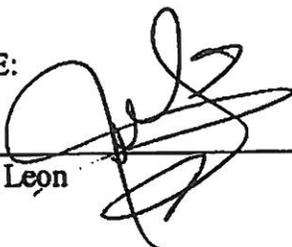


Gustavo Vargas



Victoria Vargas

LESSEE:



Juan A. Leon

09 05 09 09 11 09 09 09

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____
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

(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

(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

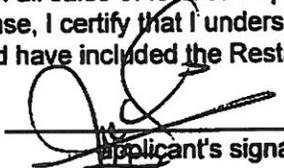
(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 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 # 12133426 (exactly as it appears on license) Name ROSA SALINAS FELIX

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:
FELIX ROSA SALINAS 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? _____
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.

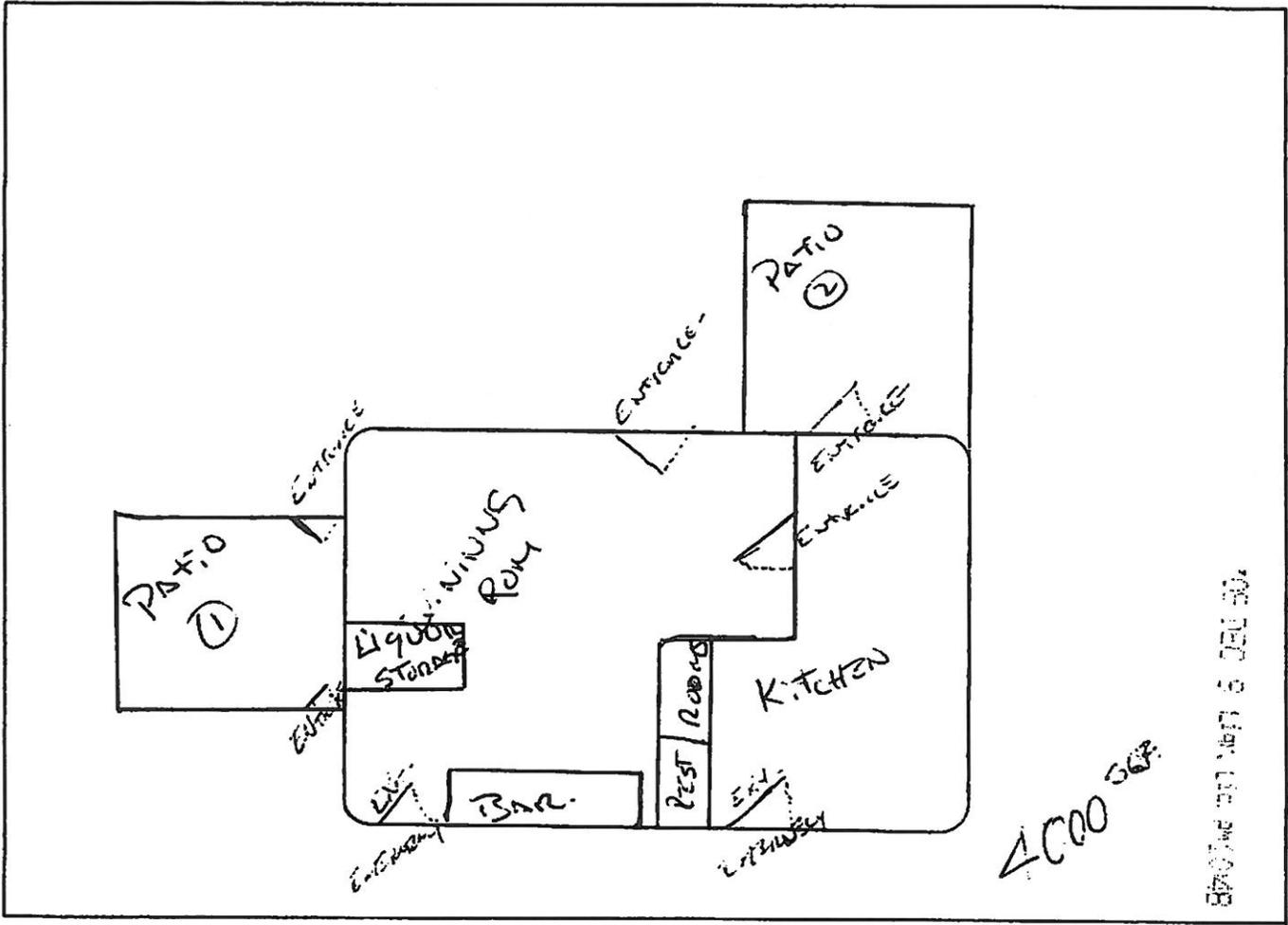
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

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

X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this 23 of November, 2009
Day Month Year



My commission expires on: 23 11 2009
Day Month Year

[Signature]
signature of NOTARY PUBLIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 12133468

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

Grill	3' X 4'
Oven	4' X 6'
Freezer	3' X 8'
Refrigerator WALK IN-	8 X 12 X 16
Sink	2 X 8
Dish Washing Facilities	3 X 12
Food Preparation Counter (Dimensions)	4 X 12
Other	

2. Print the name of your restaurant: LAS CARRETAS MEXICAN RESTAURANT.

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

4. List the seating capacity for:

- a. Restaurant area of your premises [~~1800~~ 64]
- b. Bar area of your premises [~~200~~ 14]
- c. Total area of your premises [~~3000~~ 78]

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

Reusable Disposable

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

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 85 %

*Disabled individuals requiring special accommodations, please call (602) 542-9027

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

TWO TELEVISIONS

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

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

2- busboys
3- waiters (MESTIZOS)
1- bartender

I, JUAN AGUILAR LEON
(Print full name)

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

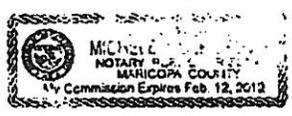
x JUAN AGUILAR LEON
(Signature of APPLICANT)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

23 day of NOV., 09.
Day of Month Month Year

My commission expires on: _____

[Signature]
(Signature of NOTARY PUBLIC)



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

RECORDS REQUIRED FOR AUDIT

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

- B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
 - B. All documents which support purchases made for food to be sold off the licensed premises.
 - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

LEON JUAN AGUILAR
 Last First Middle

have read and fully understand all aspects of this statement.

State of AZ County of MARICOPA
 The foregoing instrument was acknowledged before me this
18 day of December, 2009
 Day Month Year

X [Signature]
 (Signature of Licensee)



My commission Expires on: _____
 Day Month Year [Signature]
 (Signature of NOTARY PUBLIC)

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

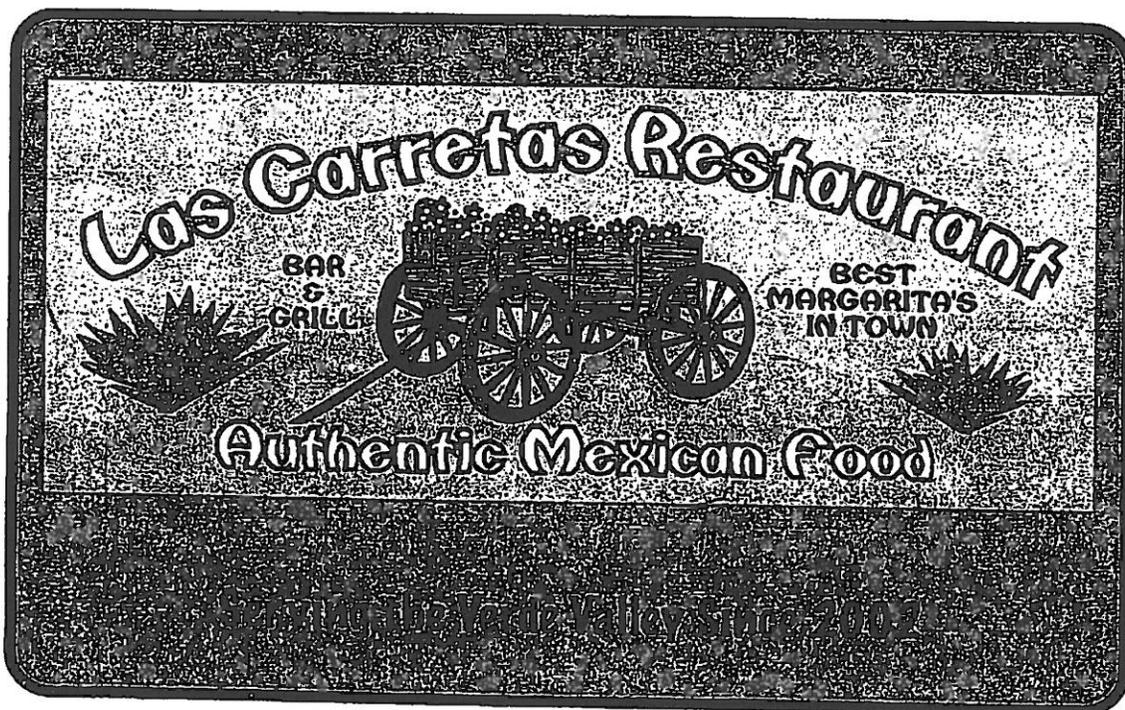
Welcome to Las Carretas

Family Restaurant

1481 Paloma Way
Clarkdale, Arizona 86XXX

928 639 XXXX

© 1998 Las Carretas, Inc.



Combinations

.....All Include Rice and Beans -- Choose your favorite Fillings

Señorita Sofia - \$8.40

Señora Maria - \$9.40

Señor José- \$10.40

#1. Enchilada

#2 Tamal

#3 Taco

#4 Chile Relleño

#5 Enchilada, Chile Relleño

#6 Enchilada, Tamal

#7 Chile Relleño, Tostada

#8 Chile Relleño, Taco

#9 Two Enchiladas

#10 Enchilada, Taco

#11 Two Tacos

#12 Taco, Tostada,
Chile Relleño

#13 Tostada, Tamal
Enchilada

#14 Taco, Enchilada
Chile Relleño

Special Chimis

Chimichanga w/Beef, Chicken or
Beans.....\$8.25

Chimichanga w/Chile Verde or
Colorado, Carnitas, Steak \$9.75
All w/Guacamole & Sour Cream

Special Burritos

Choose your Favorite
Chile Colorado, Chile Verde or
Grilled Chicken Served with Rice
and Beans.....\$9.95

Soups - Caldos Mexicanos

**Our Chef Loves to Make Great
Mexican Soups**

Served with tortillas

Menudo, Res or Fish
Large Bowl \$7.95

Tortilla or Albondigas
Large Bowl \$6.95
Small Cup \$4.95

Try them, you'll be back for more!

Seafood Dishes

Fresh Baby Trout \$8.95

6 Fried Shrimp w/French
Fries \$10.95

Rice & Shrimp \$10.95

6 Large Broiled Shrimp
wrapped in bacon, Served with Pineapple and our
special rice \$12.95

Las Carretas Specialties

- #15 Carne Asada**
Choice New York steak, prepared Mexican style. Served
With Cheese Enchilada, rice and beans **\$11.95**
- #16 Las Carretas Special**
Choice New York steak, served with French Fried Potatoes,
Sliced Tomatoes and Guacamole. **\$11.95**
- #17 Carne Asada de Casa**
Grilled Skirt Beef served with corn or flour tortillas, guacamole
Pico de Gallo, rice and beans **\$9.95**
- #18 Steak Picado**
Dashed steak with peppers, onions and tomatoes
With Cheese Enchilada, rice and beans **\$10.95**
- #19 Chile Colorado**
Cubed Beef cooked in red chile sauce served with
rice and beans and corn or flour tortillas **\$9.95**
- #20 Chile Verde**
Diced pork simmered in green chile served with
rice and beans and corn or flour tortillas **\$9.95**
- #21 Tostada Dinner**
Tostada with beef or chicken served with cheese
Enchilada, rice and beans **\$9.40**
- #22 Taquitos Rancheros**
Corn tortillas rolled and stuff with spiced beef, cut to bite size
Served with guacamole and sour cream **\$9.95**
- #23 Tacos al Carbon**
Two soft tortillas stuff with broiled sirloin steak served
With rice and beans **\$9.95**
- #24 Carnitas**
Tender deep-fried pork with house seasoning, served on lettuce
With Pico de Gallo, beans and tortillas **\$9.95**
- #25 Taquitos Las Carretas**
Flour tortillas rolled and stuffed with chicken, served with

Appetizers, Quesadillas & Salads

Nachos Deluxe.....\$6.25

Nachos Chips w/beans, salsa ranchera, green or red sauce, olives, smothered with cheese, topped with guacamole & sour cream

With Chicken/Beef Add.....\$1.25
 With Carne Asada Add.....\$1.50
 With Carnitas, /Shrimp Add.....\$2.50

Chile Con Queso.....\$6.95

Melted cheese, spices and Ortega chiles served piping hot with Tortilla Chips

Guacamole Dip.....\$4.95

Half Order.....\$3.00

Quesadillas Served w/Guacamole & Sour Cream

Deep Fried Corn Tortilla, melted Cheese.....\$6.95

Soft Flour Tortilla, melted Cheese.....\$6.95

With Chicken/Beef Add.....\$1.25
 With Carne Asada Add.....\$1.50
 With Carnitas, /Shrimp Add.....\$2.50

Cheese Crisp.....\$6.65

Deep Fried Flour Tortilla topped with Cheese

Taquito - Chicken or Beef.....\$4.95

Deep Fried tortilla filled with chicken or beef w/Guacamole And sour cream.

Quesadilla Ranchera.....\$4.25

Deep Fried corn tortilla filled with melted cheese, Ortega Chiles, guacamole and sour cream

Shrimp Cocktail Mexicana.\$12.95

A superb blending of chilled and diced Avocados, Cilantro, Tomatoes, w/house spices - Served Cold or Hot, Your Choice!

Avocado Salad.....\$7.95

Sliced Avocado, diced tomatoes on a bed of fresh lettuce

House Salad.....\$6.25

Mixed Green Salad with your choice of dressing

Ensalada Suprema.....\$9.95

A great salad with diced ham, tomatoes, hard boiled eggs, Jack and cheddar cheese w/Avocado with crisp greens

Grilled Chicken Salad.....\$9.95

Fresh Crisp Lettuce w/diced tomatoes and avocado with our special seasoned orilled chicken covered with cheese

Las Carretas Appetizer Platter

Serves 2 Guests

Taquitos, Quesadillas, Tostadas, Guacamole, Olives, Onions
 and Sour Cream.....\$16.95

With Shrimp Add.....\$3.00

Beverages

Soft Drinks - \$1.85
 Juices - \$2.00
 Beer - Drafts \$1.95
 American Bottle \$2.50
 Mexican Bottle \$3.25
 Wine by the Glass \$3.75
 Wine - Half Carafe \$8.00

Child's Plate.....\$5.75

For Children Under 12 Years Old

Choice of Taco, Tamal, Enchilada or
 Hamburger Patty
 Served with Rice and Beans

Desserts - Postres

Any Dessert Just **\$3.00** with the Purchase of Food

. Cheese Cake . Flan . Sopapillas . Deep Fried Ice Cream
 . Churro . Vanilla Ice Cream . Buñuelos

Las Carretas Hours
 Monday - Thursday 11:00 - 9:00
 Friday - Saturday 11:00 - 10:00
 Sunday 10:00 - 10:00

Closed Thanksgiving & Christmas

Any Day

Take Out Food is always available.
 Please take home a copy of our "to go" menu.

Need Room for a Party or an event catered? See our Manager, Alfredo.

Check for Special Events and Entertainment at our patio or bar

- Our Bar Serves**
- Mexican & Domestic Beers
 - Wines and Liqueors
 - Mixed Drinks
 - Mexican Coffee Drinks
 - Baileys and Coffee
 - Large Selection of Taquilas
 - Great Margaritas - Many Flavors

Sundays

Bring your Family to Sunday Brunch
 Each week From 10.00am to 2.00pm

Many of your favorite breakfast and lunch dishes with complimentary sparkling wine

+8.95

Kids under 5 Free
Kids 6 - 10 +5.50



Tuesdays

Join us for Tuesday Dinner Buffet
 Each Week from 4.30pm to 9.00pm

Many of our most popular Mexican dishes are available

+9.95

Kids under 5 Free
Kids 6 - 10 +6.50

Every Day

Join us in the Bar Area
 Every day for complimentary snacks
 And drink specials

From 3.00pm to 5.30pm

A La Carte Dishes

- Asada - Carne Asada (Steak).....\$5.75
- Asada - Beef or Chicken.....\$4.75
- Asada - Carnitas (Pork) or Grilled Chicken...\$5.75
- Asada de Cueritos.....\$5.75
- Chilada - Beef or Chicken.....\$3.25
- Chilada - Cheese.....\$3.00
- CO Carbon - Steak.....\$3.95
- CO Carnitas - Pork.....\$3.95
- CO Grilled Chicken.....\$3.95
- CO - Beef or Chicken.....\$3.00

- Burrito Carnitas - Pork.....\$6.95
- Burrito Asada - Steak.....\$6.95
- Burrito Grilled Chicken.....\$6.95
- Burrito Especial - Shredded Beef or Chicken....\$5.95
- Burrito Supreme.....\$7.95
 With Tomatoes, sour cream, lettuce, guacamole and Beans. Choice of Chicken, Beef or no meat
- Burrito Beans Only.....\$4.95
- Chile Relleno.....\$3.75
- Tamal - Beef or Pork.....\$3.00

Side Dishes

- Beans.....\$2.50
- Rice.....\$2.50
- Sour Cream.....\$1.85
- Sliced Avocado.....\$3.00
- Cheese.....\$1.95

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

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

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

P1001779 Liquor License # 12133460
(if the location is currently licensed)

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

2. Name: LEON JUAN Aguilar Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: VERACRUZ MEXICO Height: 5'3" Weight: 151 Eyes: BRO Hair: BRN
City State Country (not county)

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

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

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: YES

8. Telephone number to contact you during business hours for any questions regarding this document. 928-634-7751

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: LAS CARRIZAS MEXICAN Premises Phone: 928-634-7751

11. Physical Location of Licensed Premises Address: 114 BIPALAN WAY STATE ROUTE CLARKDALE City: CLARKDALE County: YAVAPAI Zip: 86324
Street Address (Do not use PO Box #) City State 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)
2-3-00	CURRENT	MANAGER	VARGAS INTERPRISES 530 KINGUS SHADWS - CLARKDALE AZ 86324

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	Residential Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
2-3-00	CURRENT	OWN	1000 HORIZON DR -	CLARKDALE	AZ	86324

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? 8 and answer #14a below. If NO, skip to #15.
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
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 convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance 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. I, JUAN A. GILAR LEON, 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)
My commission expires on: _____


State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 23 day of November, 2009
Month Year
[Signature]
(Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year
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 #: 12133460

Ownership Name: (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) JUAN. A. LEON DATE 11-23-2009

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE

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: NATURALIZATION

A. Are you a citizen or national of the United States? (check one) [X] 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.

SECTION III — ALIEN STATUS DECLARATION

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

_____.

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

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

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

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

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

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

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

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

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

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

SECTION IV — DECLARATION

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


APPLICANT'S SIGNATURE

12-4-2009
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

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

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

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

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

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

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

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

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

f. U.S. Citizenship By Marriage

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

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

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

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

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

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

Asylee

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

Refugee

- * Form I-94 annotated with stamp showing admission under § 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

- * 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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No. 30886241

DEPARTMENT OF HOMELAND SECURITY

COPIED FROM ORIGINAL

Registration No. A075657018

Personal description of holder as of date of naturalization:

Date of birth: [REDACTED]

Sex: MALE

Height: 5 feet 6 inches

Marital status: MARRIED

Country of former nationality: MEXICO

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

[Signature]

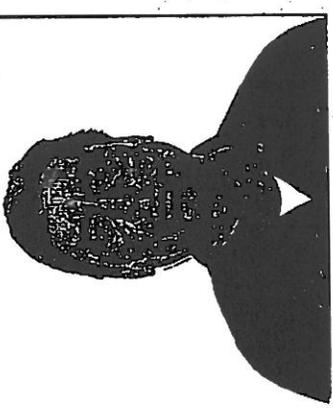
(Complete and print signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: PHOENIX, ARIZONA

The Secretary having found that:

JUAN AGUILAR LEON



then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: CHANDLER, ARIZONA

on: JUNE 17, 2008

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

[Signature] 053
Director, U.S. Citizenship and Immigration Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

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

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

D 10/10/07 Liquor License # 12133460
(If the location is currently licensed)

1. Check appropriate box →

<input type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent	<input checked="" type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
---	--------------------------------	--

2. Name: JIMENEZ GOMEZ JOSE Date of Birth: [REDACTED]
 Last First Middle (NOT a Public Record)

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

4. Place of Birth: OTZABA VERACRUZ MEXICO Height: 5.06 Weight: 192 Eyes: BRO Hair: BK
 City State Country (not county)

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

6. Name of Current or Most Recent Spouse: _____ Date of Birth: 1-1
 (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? 6340 STARRY NIGHT - If Arizona, date of residency: _____

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

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: LAS CARRETAS RESTAURANT MEXICAN Premises Phone: 928-434-7751

11. Physical Location of Licensed Premises Address: 1481 PALMA MEXICAN CLARKDALE YAVAPAI 86324
 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)
02-16-9	CURRENT	MANAGER -	EL TORO MEXICAN RESTAURANT 2181 E. HWY 89 A - WILLOW MILAZO AZ 85124
03-26-3	02-12-8	OWNER -	LA CARRETA MEXICAN RESTAURANT 2181 E HWY 89 A - MILAZO AZ 85124

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	Residential Street Address	City	State	Zip
01-2001	CURRENT	OWN	6340 STARRY NIGHT -	CORNVILLE	AZ	86325

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 convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance 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. I, JOSE ALFREDO JIMENEZ, 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]
(Signature of Applicant)

State of ARIZONA County of Maricopa
YAVAPAI

The foregoing instrument was acknowledged before me this
23 day of NOV, 2009
Month Year

[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year



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 AZ County of Maricopa

The foregoing instrument was acknowledged before me this
23 day of November, 2009
Month Year

[Signature]
(Signature of NOTARY PUBLIC)

X [Signature]
Signature of Controlling Person or Agent (circle one)

JUAN HERRERA LEON
Print Name

My commission expires on: _____
Day Month Year



UNITED STATES OF AMERICA

GENERAL REGISTRATION



DEPARTMENT OF JUSTICE
GENERAL REGISTRATION

No. 24087323

Registration No. A 90 723 233

Personal description of holder
as of date of naturalization:

Date of birth: [REDACTED]

Sex: MALE

Height: 5 feet 2 inches

Marital status: MARRIED

Country of former nationality: MEXICO

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

Jose Alfredo Jimenez Galvez
(Complete and true signature of holder)

I believe that, pursuant to an application filed with the Attorney General

at: LOS ANGELES, CA

The Attorney General having found that:

JOSE ALFREDO JIMENEZ GALVEZ

then residing in the United States, intends to reside in the United States when so
required by the Naturalization laws of the United States, and had in all other
respects complied with the applicable provisions of such naturalization laws and was
admitted to be admitted to citizenship, such person having taken the oath of allegiance
in a ceremony conducted by the

U.S. DISTRICT COURT
FOR THE CENTRAL DIST. OF CALIFORNIA

at: LOS ANGELES, CA

on:
MAY 22, 1998

that such person is admitted as a citizen of the United States of America.



IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE,
WITHOUT LAWFUL AUTHORITY.

Luis Preciado
Commissioner of Immigration and Naturalization

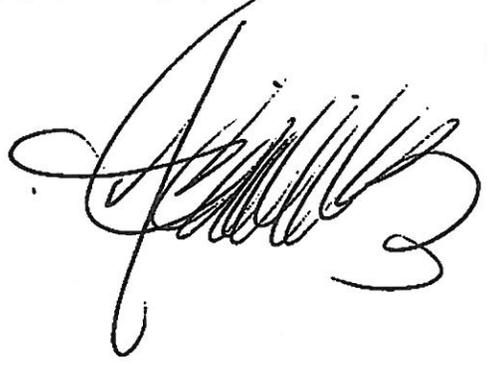
DEPARTMENT OF JUSTICE

YES I'M HAVE A RESTAURANT- LEBRE-

THE NAME WAS ~~THE~~ LA CARRETS.

I SOLD. ON DECEMBER 2 OF 2008

THE ADDRESS WAS 2181 E HWY 89A-
COTTONWOOD AZ.
86326.



09 DEC 8 11:49 AM '08

u ADD

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