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Municipality of Anchorage

PO Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 <http://www.muni.org/assembly/licenc>

Office of the Municipal Clerk Licensing

July 9, 2013

Ms. Christine Lambert
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

RE: Anchorage Assembly Action on Liquor Licenses

Dear Ms. Lambert:

Liquor Licenses

The Anchorage Municipal Assembly at its regular meeting on **July 9, 2013** took the following final action:

APPROVED/NON-OBJECTION

Transfer of Ownership

- **Beverage Dispensary**
-Garcia's Cantina LL#2275

Restaurant Designation Permit

- **Beverage Dispensary**
-Lone Star Steakhouse & Saloon LL#3494

PROTESTED

Transfer of Ownership

- **Beverage Dispensary**
-F Street Station LL#762
-Pending approval from Health & Human Services Department

Transfer of Ownership

- **Beverage Dispensary**
-Last Frontier Bar LL#135
-Pending approval from Health & Human Services Department

Transfer of Ownership

- **Beverage Dispensary**
-The Cabin Tavern LL#970
-Pending approval from Health & Human Services Department

New

- **Restaurant/Eating Place**
- **Fat Ptarmigan Wood Fired Pizza LL#5245**
- Pending approval of Administrative Site Plan Review
- Pending approval from Anchorage Fire Department

New

- **Restaurant/Eating Place**
- **Tequila Kitchen Express LL#5247**
- Pending approval of Administrative Site Plan Review


Any prior conditions placed on any license are to continue until specifically removed or amended. If you require additional information or if I can be of any assistance please call me.

Cordially,



Anna Nowak
Deputy Licensing Clerk

Concur,



Barbara A. Jones
Municipal Clerk

Tab

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Municipality of Anchorage

P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 <http://www.muni.org/assembly/license>

Office of the Municipal Clerk Licensing

September 11, 2013

Ms. Christine Lambert
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

RE: Anchorage Assembly Action on Liquor Licenses

Dear Ms. Lambert:

Liquor Licenses

The Anchorage Municipal Assembly at its regular meeting on **September 10, 2013** took the following final action:

APPROVED/NON-OBJECTION

Transfer of Ownership

- **Beverage Dispensary/Tourism**
-Hilton Garden Inn LL#4236

Transfer of Ownership

- **Beverage Dispensary/Tourism**
-Homewood Suites LL#4354

PROTESTED

Transfer of Ownership, DBA Name Change

- **Beverage Dispensary**
-Great Alaskan Bush Company LL#1839
-Pending approval from Health & Human Services Department

Transfer of Ownership

- **Beverage Dispensary/Tourism-Duplicate**
-Crowne Plaza Midtown Anchorage LL#4869
-Pending approval from Health & Human Services Department

New

- **Restaurant/Eating Place**
-Wild Chicken LL#5251
-Pending approval from Anchorage Fire and Planning Departments

Any prior conditions placed on any license are to continue until specifically removed or amended. If you require additional information or if I can be of any assistance please call me.

Cordially,

Anna Nowak
Deputy Licensing Clerk

Concur,

Barbara A. Jones
Municipal Clerk

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THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.263.5900
TDD: 907.465.5438
Fax: 907.263.5930

MEMORANDUM

TO: Robert Klein, Chair and
Members of the Board

DATE: August 30, 2013

FROM: Shirley A. Coté
Director, ABC Board

RE: Objection to Transfer of Nome Liquor Store
License #1248

At the Board meeting of July 23, 2013 the approval of the transfer of License #1248 was delegated to me if approvals from the Department of Revenue, Department of Labor and the local governing body of Nome were received. After the meeting it was brought to my attention that a letter of objection was received in our office dated June 30, 2013. I spoke with Trudy Sobocienski who advised she had sent the letter to the email address of Sarah Oates, one of our business registration examiners. Ms. Sobocienski sent me her original email that clearly shows she sent the letter on July 1, 2013, in time for consideration at the July 23rd meeting. Therefore, I advised her I would put this item back on the agenda for the October 2nd meeting.

I spoke with Columbus Sobocienski on or about August 21, 2013. He understood the objection relates the previous transfer in 2010 from his father, Stanley Sobocienski to Sanford (Wayne) and Carrol Brown; however, he was very sick and could not deal with the situation in which he felt Wayne Brown had taken advantage of his father.

On August 26, 2013 I spoke with Wayne Brown and he asked if I had a different set of facts would I be able to make an administrative decision earlier than the board meeting in October. I advised him to send me copies of the documents to which he referred and I would be willing to consult with our assistant attorney general. As of this writing I have not received any documents from Wayne Brown.

Columbus Sobocienski
PO Box 242594
Anchorage, Alaska 99524

June 30, 2013

Alcohol Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

RE: Letter of Objection of Package License Transfer

Dear Sirs:

I am writing a letter of objection in regards to Package License located at 304 Front Street, Nome, Alaska 99726. This package license was invalid for many years prior to the transfer from my father, Stanley Sobocienski to Wayne Brown's company.

There were many issues that unfolded leading up to Wayne Brown owning that license. My father's health was deteriorating significantly. He suffered from 3 strokes so his memory and mental capacity was waning.

My father's Bar Manager and long-time close friend told us how he witnessed my dad's dementia. He also said however, that he would never discuss it in any formal venue if it came up. He didn't want to upset his friend in that way.

Additionally, the package license hadn't operated for approximately five to eight consecutive years before Wayne Brown took advantage of my father. The Bar Manager, at my father's direction, would fabricate the receipts and transactions of the liquor store to retain the package license.

At the time that my father signed the contract with Wayne Brown, my father thought that what he and Wayne discussed verbally was included in the contract. However, it turned out that when we read the contract back to him later he exclaimed that was not what he agreed to. It turned out that he signed the contract without understanding what the terms meant.

The notary public that witnessed him signing the contract serves as the Finance Manager for the City of Nome, she was in charge of my dad's bar and liquor store bookkeeping, and she also managed a competing establishment, the Breaker's Bar. She told my wife that although she does the books, she would never sign her name to certify the books because they were 'cooked.' There were many times that she said that she witnessed my father forgetting things.

For these reasons, I strongly object to the Package License Transfer. I would be satisfied to see the license be withdrawn by the Alcohol Control Board and put out of circulation. I don't see any other remedy for the injustice that took place when my father was still alive.

He struggling to keep control of his company and his way of life, but it slipped away from him as the vultures circled.

With Respect,

Columbus Sobocienski

Columbus Sobocienski
907 229-0911 cell phone



HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW

September 20, 2013

Direct Dial:

(907) 263-8255

E-Mail: fodsen@hglawfirm.net

Christine Lambert, Records and Licensing Supervisor
State of Alaska, Department of Public Safety
Alcohol Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

Via Hand Delivery

Re: Nome Commercial Company
Package Store License No. 1248; Colo Soboscienski Transfer Objection

Dear Ms. Lambert:

As you will recall, we represent Nome Commercial Company ("NCC"), an Alaska corporation, and current holder of Package Store Liquor License No. 1248 (the "License"). NCC and its principals, Sanford Wayne Brown ("Wayne Brown") and Carrol Brown, have asked us to assist them in responding to an objection to the transfer of License No. 1248 apparently as set forth in letter to the Board dated June 30, 2013 (the "Objection") from Mr. Columbus Soboscienski ("Colo"). In that regard enclosed please find the Affidavit of Wayne Brown dated September 20, 2013 (the "Affidavit") which details the history of NCC's acquisition of the License from Colo's father, Stanley Soboscienski ("Stan") who formerly did business as the Wallace Liquor Store and as the Bering Sea Saloon, both in Nome. (The Bering Sea Saloon operated, of course, under a separate Beverage Dispensary license.) Stan died on January 22, 2011. The Personal Representative of his estate is his daughter Ms. Edna ("Becka") Baker. Colo was not and is not appointed the Personal Representative of Stan's estate by the Superior Court.

NCC and the Browns respectfully request that you circulate this letter and the enclosed Affidavit to the Board members in conjunction with their Agenda packages for the upcoming ABC Board meeting on October 2, 2013 in Nome.

Procedural Context

NCC entered into a certain Asset and Real Property Purchase Agreement (the "NWC Purchase Agreement") on or about April 29, 2013 with The North West Company (International) Inc., a Delaware corporation ("NWC"), Affidavit, paragraph 38. The NWC Purchase Agreement involved the sale of fundamentally all of the assets of NCC to NWC, including the License. NWC agreed to purchase the real estate upon which the Nome Liquor Store and its separate package store license (No. 775) are operated, and agreed to enter into a long term lease of the warehouse property where the License at issue, No. 1248 was operated by NCC as a warehouse liquor store. The portion of the total purchase price in the NWC Purchase Agreement allocated to License at issue here, No. 1248, was a sum substantially in excess of the amount NCC paid for the license when it purchased it from Stan Soboscienski in 2010.

The application to transfer NCC's Nome Liquor Store license (No. 775) as well as the License at issue, No. 1248, came before the Board at its meeting on July 23, 2013. Both matters were placed on the Board's delegated consent agenda. Both items were approved on that agenda. The final approval and transfers, insofar as NCC knew at the time of the Board's decision at its July meeting, awaited only the non-objection of the State of Alaska Department of Labor and the resolution of a conditional objection by the Odom Corporation and its affiliates. Both of those issues were resolved rather perfunctorily.

NCC first learned of Colo's Objection on or about July 31, 2013 when Wayne Brown was informed of the objection and received a copy of it from a representative of NWC. It appeared from the email that another representative of NWC had received a copy of the objection via email on the same day from Ms. Sarah Oates of the ABC Board. Colo's Objection was not served by Colo upon either NCC or NWC notwithstanding the requirement of AS 4.11.470 that any such objection be served at least upon the Board and the applicant, NWC in this case. Further, Colo has no standing to protest the transfer of the License to NWC under AS 04.11.480 as he neither represents a local governing body nor is a permanent resident living outside of but within two miles of the City of Nome as required by AS 04.11.480(b).

NCC and NWC modified the NWC Purchase Agreement to allow for the closing on or before August 26, 2013 of the sale of all of the pertinent assets except for License No. 1248 and a closing of the sale of all such other assets did in fact occur on August 26, 2013, Affidavit, paragraph 38. The closing of the sale of License No. 1248 was postponed by agreement of NCC and NWC until after the Board hears

Colo's Objection at its meeting on October 2, 2013. As noted in footnote 1 on page 12 of the Affidavit, NCC and the Browns are fully reserving all of their rights and remedies against Colo for wrongfully objecting to the transfer of the License.

Colo's Objection Lacks Any Merit and Should Be Overruled by the Board

Colo's objection is totally lacking in merit and should be summarily overruled and ignored by the Board. The gist of his objection appears to allege (without any credible supporting evidence) (a) that his father Stan Soboscienski and NCC did not enter into a legally enforceable contract relative to the purchase in late 2010 by NCC of License No 1248, (b) that Stan Soboscienski was having health issues during the time the purchase agreement with NCC was being negotiated that somehow deprived him of the capacity, freedom and power to enter into such an agreement, and (c) that Stan Soboscienski consistently over a period of years wrongfully defrauded and misled NCC and the Board itself relative to whether License No. 1248 was operated for at least thirty days each year prior to its sale to NCC in accordance with AS 4.11.330(a)(3).

Wayne Brown and NCC Fully Rebut All of Colo's Objections in
Mr. Brown's Enclosed Affidavit and Wayne Brown Is Prepared to Provide
Any Further Relevant Evidence To the Board at Its October Meeting

Wayne Brown fully rebuts all of Colo's assertions in Mr. Brown's Affidavit. He will also be available in person to provide testimony or further information at the Board's October meeting in Nome. Without repeating all of the information in the Affidavit, a summary of Mr. Brown's factual representations as to contract formation issues is set forth below.

Wayne Brown and Stan had been friends and acquaintances in Nome since the early 1980's. NCC and Stan Soboscienski entered into an Agreement to Convey Package Store License on or about February 28, 2009, Affidavit, paragraph 19. Stan, quite possibly with urging from Colo, who wanted to acquire License No. 1248 for himself, purported to unilaterally withdraw from and nullify that Agreement, Affidavit, paragraph 22. NCC sued Stan in Superior Court in Nome for specific enforcement of the Agreement to Convey Package Store License, Affidavit, paragraph 27. Stan was represented in that specific performance lawsuit by a reputable commercial lawyer highly experienced in liquor related affairs, Sherman Ernouf, Esq. of the law firm of Ernouf & Coffey. With Mr. Ernouf's counsel and advice the specific performance law suit was settled and the Agreement to Convey Package Store License was modified via an Amendment to Agreement to Convey

Package Store Liquor License dated January 21, 2010, Affidavit, paragraph 31, and Exhibit E thereto. The Amendment incorporated the settlement of the lawsuit, releases of the parties, conveyance of the License, and a favorable credit line ongoing purchase arrangement at discounted prices for the Bering Sea Saloon, Stan's remaining bar business, Affidavit, paragraph 31.

The law suit was dismissed by a stipulation of the parties, filed with the Court and approved by Superior Court Judge Ben Esch in Nome, Affidavit, paragraph 32.

The transfer of License No. 1248 to NCC was approved by the Board and the License was issued to NCC on or about October 6, 2010. Colo did not object before the Board to the License No. 1248 transfer from his father to NCC. No one else objected either.

As part and parcel of the transfer of License No. 1248 to NCC, Mr. Ernouf's attorneys fees were paid at closing from the sales proceeds as was a utility bill owed by Stan Soboscienski to Nome Joint Utilities in the amount of \$34,225.45. The payment of the Nome Joint Utilities bill is important in that it also paid the utility obligations then owed by the Bering Sea Saloon. The Bering Sea Saloon Beverage Dispensary License is being acquired from Stan's estate by T&C, Inc., a corporation wholly owned by Colo's wife, Trudy Soboscienski, Affidavit, paragraph 33-36. Colo therefore benefitted from the transfer of Package Store License No. 1248 to NCC and now is attempting to wrongfully deprive NCC of the benefit of its bargain with Stan.

There can be fundamentally no doubt that a legally enforceable contract between Stan Soboscienski was formed, executed and closed. The whole issue was litigated and settled in a Superior Court lawsuit in which Stan was represented by able and experienced legal counsel. The settlement received the de facto approval of a Superior Court Judge. The settlement documents were fully executed and performed and the License transfer provided therein was approved by the Board and closed. The gross sales price paid to Stan was \$110,000 from which the sum of \$10,985 for Mr. Ernouf's fees and \$34,225.45 for the Nome Joint Utilities bill was deducted, yielding a net amount paid to Stan at closing of \$64,789.55.

NCC and Wayne Brown Had and Have No Basis Upon Which
to Question Whether Stan Soboscienski Operated License No. 1248 For
the Required Number of Days Each Year Prior to the Sale of the License to NCC

Wayne Brown addresses the question of the operation of License No. 1248 prior to NCC's purchase of it in paragraph 40 of his Affidavit. Mr. Brown personally observed the License in operation at various times over the years at Stan Soboscienski's Wallace Liquor Store. NCC requested and was provided an Affidavit of Operation of Liquor License dated October 6, 2010 relative to operations in 2009, Affidavit, paragraph 40, and Exhibit K thereto. Mr. Brown had, and has no reason to doubt liquor operations at the Wallace Liquor Store properly occurred in prior years.

In his Objection, Colo is essentially saying that his late father defrauded NCC, Mr. Brown and the ABC Board itself, probably committing criminal acts of perjury or the like in the process. Colo provides no evidence but for his unsworn assertions to that effect. They lack credibility or the ring of truth from a legal perspective. Although it is regrettable, Stan Soboscienski is not alive to provide evidence or to defend himself. Further, NCC is essentially in the position of a bona fide purchaser for value of the License without notice (despite its reasonable due diligence) of any defects in the title to or operational history of the License. Colo's allegations, coming nearly three years after the transfer of the License to NCC should be rejected by the Board.

Stan Soboscienski Had Legal Capacity and Expert Legal Counsel and
Advice When He Agreed to Sell License No. 1248 to NCC

Mr. Brown addresses Stan Soboscienski's alleged lack of legal capacity in his Affidavit, including at paragraph 41. The contract alleged to apparently be voidable due to a lack of capacity was the subject of litigation over its enforceability. No lack of capacity was alleged by Stan Soboscienski's legal counsel, Mr. Ernouf, Affidavit, paragraph 41. Stan's Answer to the specific performance complaint did not raise any such defense. The matter, as noted above and in Mr. Brown's affidavit was fully settled and resolved in any event and the specific performance law suit dismissed by order of the Court. Colo has presented no medical data or other credible and objective evidence that Stan lacked the capacity to sell the License to NCC. Colo did not object before the Board to the transfer of the License to NCC. In response to Colo's apparent allegation that Stan was taken advantage of, NCC directs the Board's attention back to the evidence surrounding the specific performance law suit and its settlement. Stan had plenty of time to reflect on his course of action and had the benefit of legal counsel with regard to his decision to

sell the License to NCC. This is not a case where an elderly man in poor health was taken advantage of in a secret, hurried, closed door negotiation session and did not receive objective professional legal advice or court protection. Colo's allegations lack merit and amount to an abuse of process from a tort law point of view.

Summary of Legal Points and Arguments
Demonstrating the Invalidity of Colo's Objection

Without exhausting the legal points and arguments demonstrating why, as a legal matter, Colo's Objection lacks any legal or equitable validity or merit, NCC (with a full reservation of all of its rights and remedies) offers the following summary bullet points:

- a) Standing. Colo lacks standing to make a legally effective Objection. Colo does not represent Stan's estate and is not the Personal Representative thereof; Colo only represents his own personal interests (and possibly those of his spouse). While any person is entitled to be heard on the subject of a license transfer under AS 4.11.470, Colo failed to serve NCC or NWC with his Objection as required by that statute. Further, Colo is not a creditor of NCC. Colo does not represent any local governmental entity. Colo has no legal rights at stake (although Colo is exposed to an independent claim of damages by NCC due to his wrongful actions and abuse of process in this proceeding). Colo has no standing to make license transfer objections under the terms of AS 04.11.480 as noted above. He is not a permanent resident of Nome or its nearby environs.
- b) The Remedy Proposed by Colo Violates Due Process and Applicable Law and Is Nonsensical. Colo apparently is asking the Board to revoke License No. 1248 based on the contractual and capacity issue already resolved adversely to Colo in the specific performance action and because of Colo's late father's alleged wrongful and fraudulent acts (the validity of which assertion NCC denies). Under applicable Alaska Supreme Court case law, Rollins v. State of Alaska, Department of Revenue, Alcoholic Beverage Control Board, 991 P.2d 202 (Alaska 1999), NCC is entitled to due process before the Board and the Court before its License can be terminated, invalidated or revoked. No tribunal, including the Board, is going to revoke License No. 1248 as it now sits in NCC's hands based on anything Colo has asserted in his Objection. Even if Colo's Objection were somehow otherwise

sustained, the License would still be the property of NCC, but hugely diminished in value for no good, fair, justifiable or defensible reason whatsoever.

- c) Waiver, Estoppel, Laches and Unclean Hands. The legal doctrines of waiver, estoppel, laches and unclean hands apply here to defeat Colo's Objection. Colo did not object before the Board's approval of the License transfer in October, 2010 or to any subsequent renewal of the License in NCC's name. He benefitted directly and indirectly from the transfer in that the substantial, \$34,225.45 Nome Joint Utilities bill (which also encumbered the Beverage Dispensary License being acquired by T&C, Inc.—a company wholly owned by his spouse) was paid. There is no justification that can be made for the late and invalid Objection that is not and logically cannot be motivated by any legally proper concern. Colo's Objection is in bad faith, and his lack of good faith and fair dealing bars consideration of his Objection under the equitable doctrine of "Unclean Hands."
- d) NCC's Reasonable Reliance. NCC has reasonably relied upon the settlement of the specific performance action and the conveyance of License No. 1248 some three years ago to NCC pursuant to the settlement documentation. NCC has also reasonably relied upon Stan Soboscienski's Affidavit of Operation of Liquor License and upon Stan's warranty and representation in paragraph 3 on page 1 of the Agreement to Convey Package Store License (Exhibit A to Mr. Brown's Affidavit) relative to the marketability of the License and the past operation of the License by Stan. No valid Objection to the transfer has been asserted, and even if a rescission of the transfer of the License were somehow ordered by a Court or tribunal having jurisdiction, NCC as an honest and innocent party in good faith would be entitled to a return of the total consideration, \$110,000 it paid for the License, plus interest. Such a result, if it were to be imposed somehow years after the pertinent business transaction closed would make no practical or economic sense and would unfairly prejudice the honest, bona fide parties to the transfer transaction for no just, equitable or logical reason.
- e) Stan Had Legal Capacity at the Time of the Contract to Sell the License to NCC and In Any Event Would Be Presumed Competent by a Court. As noted above and in Mr. Brown's Affidavit, there is absolutely no


reason to question Stan Soboscienski's capacity to enter into and perform the contract to sell the License to NCC. Further a Court would in the circumstances of this case where a contract was fully performed some three years ago, (following litigation over the contract's terms) find that Stan Soboscienski had legal capacity and that the contract terms should not be disturbed at this late hour. That is particularly so where Colo, while he might have the right to properly raise objections before a regulatory agency governing liquor sales, has no standing to collaterally attack a contract to which he is not a party.

- f) Both NCC as Seller of License No. 1248 and NWC as Purchaser of the License Are Good Experienced Operators Such That Approval of the Transfer Is Appropriate and in the Public Interest. NCC has always had an excellent record of compliance with all ABC Board requirements and regulations. That fact is undisputed. It has been a good and professionally managed liquor industry operator. The same is true of NWC which in addition to the recently acquired Nome Liquor Store has at least five other licensed package store operations in Alaska. The Board should not allow a spurious Objection by an apparently disgruntled third party with no stake in the matter to thwart a prudent policy decision that has already been made by the Board to allow liquor operations to continue under License No. 1248 by an institutional quality successor to NCC.

For all of the above reasons and those set forth in Mr. Brown's Affidavit, we respectfully urge the Board to overrule and nullify Colo Soboscienski's Objection in the referenced matter. Should you have any questions or desire any further information, please feel free to contact me or Wayne Brown.

Very truly yours,

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC


By: Frederick J. Odsen

FJO:314783.2
Enclosure

Christine Lambert, Records and Licensing Supervisor
September 20, 2013
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HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW

cc. Nome Commercial Company (with enclosure)
Columbus Soboscienski (with enclosure)

AFFIDAVIT OF S. WAYNE BROWN

STATE OF ARIZONA

MARICOPA COUNTY

SS.

I, S. Wayne Brown, being duly sworn, state as follows:

1. I am the President of Nome Commercial Company, which until the closing on or about August 26, 2013 of its asset sale to The North West Company (International), Inc., owned and operated the Nome Liquor Store. My wife Carrol and I own the company. Originally I bought Nome Liquor Store with other partners whom I bought out in the 1980s.

2. I first met Stan Sobocienski in about 1982 or 1983, when I was coming up to Nome around the time I was buying Nome Liquor Store. Mr. Sobocienski died on January 22, 2011. He owned the Bering Sea Saloon and Wallace Liquor Store, which were next door to each other.

3. When I moved to Nome in 1985 I got to know Mr. Sobocienski as a friend and neighbor. I lived above Nome Liquor Store and he lived above the Bering Sea Saloon, and we would talk to each other from our back decks. Carrol and I would occasionally stop by the Bering Sea Saloon, and visit with him. We never had any business dealings together but always got along well.

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4. I have long had a business interest in learning about sales of package stores in Nome. There are five, Nome Liquor Store, Polar Bar & Liquor Store, the Anchor Tavern, the Polaris Bar and Nome Commercial Company's warehouse store (formerly the Wallace Liquor Store). Nome Liquor Store is, as noted, now owned by the North West Company (International) Inc. Package store licenses in Nome do not change hands very often and I accordingly have generally been interested in exploring possible purchases of those that might come up for sale.

5. I currently live in Arizona, but come up to Nome at least once a year to look over the business. Carrol and I have in recent years hired managers who operate the business for us during our absence from Alaska.

6. In 2008, I heard a rumor from a distributor that someone in Nome might be looking to sell a package store license. I asked around, and didn't get much information but I thought it might be Stan Sobocienski. He owned the real estate on which he operated the Bering Sea Saloon, and Wallace Liquor Store operated in a small section of that, with a separate entrance on Front Street. To my knowledge during 2008 and 2009, Mr. Sobocienski operated Wallace Liquor Store for at least the minimal amount of time sufficient to meet ABC standards.

7. I was in Nome in December of 2008 and went over to the Bering Sea Saloon and asked Mr. Sobocienski if he was thinking about selling his license. He said he had no intent to sell, and was not negotiating with anyone to do so. I asked him if he

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would let me know if he did decide to sell, to give me a chance to bid for it. He said he would.

8. I went back to Arizona in January of 2009, and a few days later got a call from Mark Sackett, owner of the Anchor Tavern, who also is a friend. (The owners of package and liquor stores in Nome have an association known as the Bar Owners Association, and we all know each other and meet once a year or so, or when issues of mutual concern).

9. Mark Sackett told me he had talked to Stan Sobocienski after hearing that Mr. Sobocienski was considering selling the Wallace Liquor Store license. He didn't know to whom, but he surmised it might be to AC Company. Mr. Sackett and I had talked long ago about the possibility of offering to buy Wallace Liquor Store, but just as a matter of passing conversation.

10. I called different people in Nome to see if they knew about any sale of the Wallace Liquor Store license, but couldn't verify anything. So I called Stan Sobocienski, and found he had left on a vacation trip to Kona, Hawaii, where he owned a place. I got his phone number there and called him on the afternoon of February 3, 2009 for seven minutes (according to my phone records).

11. The conversation was cordial. I told Mr. Sobocienski I understood he was in negotiations to sell Wallace Liquor Store. He acknowledged he was, and that

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he had got a really good offer for it. I asked if he had signed a contract to sell, and he said he hadn't. I told him I had heard he had done so, but he repeated that he had not.

12. I then reminded him that he had said I could make an offer if he wanted to sell. He acknowledged that, but said that he had a really good offer. I asked him how much, and he didn't want to say. But he implied that the offer was so good he assumed I wouldn't be interested in matching it, so he hadn't thought to offer it to me.

13. I finally said "how much do you want?" He said \$125,000. I thought about it and said "that number doesn't bother me." I said I would pay that price. He agreed to a sale at that price. I asked again if he was sure he didn't have any other deal to sell Wallace Liquor Store to anyone else, and he confirmed that he didn't.

14. I then asked him if he would like his attorney to draw up the paperwork. He said no, because his attorney had died (his attorney had been Neil Kennelly), and that I could have my attorney draft the documents.

15. That same day, February 3, I called my attorney Tim Byrnes in Anchorage. Mr. Byrnes has since retired from the law firm for which he worked, Hughes Gorski Seedorf, Odsen & Tervooren, LLC, but I also work with other members of that firm. The next day, February 4, I called Stan Sobocienski back and told him I was having my attorney draw up the contract and would have it ready for him by the time he got back to Nome, on February 26. This was a two-minute conversation.

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16. I called Stan Sobocienski in Kona again, on February 14, a seven-minute conversation. I wanted to talk to him about the lease for continuing to operate Wallace Liquor Store in its current location off of the Bering Sea Saloon. I told him that since I was paying a premium for the license, what did he think about throwing in the lease at no rent. I asked for an initial term of three years. He told me he had no intention of charging me any rent, and I told him okay, I'd have the lease drafted up accordingly. I told him I could have the documents sent to him in Hawaii, but he said it was no problem to send them to Nome for him to review on his return.

17. I called my attorney again on February 16 and February 23 in connection with the paperwork. I signed the documents in Arizona on February 25, in front of a notary. I Goldstreaked them that day to the Nome Liquor Store managers, Jerry Finke and Joan Finke.

18. Joan Finke confirmed to me that she took the envelope over to Stan Sobocienski and handed it to him. She set up a time on Saturday, February 28, for her to stop by with a notary.

19. Joan Finke contacted Caroline Kauer, who works for the City of Nome and is a notary public, to accompany her to Mr. Sobocienski's property next door so his signature could be notarized. According to the notarization, Mr. Sobocienski did sign the documents on February 28, 2009. He made no changes to the drafts submitted to

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him. He did not call me to discuss the documents. A copy of the signed Agreement to Convey Package Store Liquor License is attached hereto as Exhibit A.

20. We proceeded on with a sale. Nome Liquor Store arranged and paid for publication of notice of the transfer, in the Nome Nugget. The application for transfer was submitted to the ABC Board. A final condition was met, a non-opposition from the City of Nome.

21. Everything had been on track for months to complete the transfer. Nome Commercial Company had \$125,000 available to pay Mr. Sobocienski upon closing. He never asked for a down payment or proof of ability to pay.

22. The next thing is that Mr. Sobocienski had a letter hand-delivered to Nome Liquor Store dated April 16, 2009, stating that the planned sale of the Wallace Liquor Store had purportedly been unilaterally cancelled by Stan Sobocienski effective immediately. When I found out I called him from Arizona. He said "I didn't sign anything with you." I told him he certainly had, and that he can't just renege on our contract like this. When he again said he hadn't signed any contract with me, I told him I would have a copy sent over to him.

23. Joan Finke confirmed that she already had given a signed copy to Mr. Sobocienski. But I had Dale Bain, another manager of Nome Liquor Store, hand-deliver another copy to him.

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24. Mr. Sobocienski said he would get back to me after I sent him the documents, but he didn't. So I called him, twice, but he hung up on me.

25. I called him again later, and left a message on his answering machine. This time he did call me back and told me that his son Colo wanted to take over the business and he had decided to give Wallace Liquor Store to Colo.

26. I told Stan Sobocienski that this would leave me no choice but to take him to court to compel enforcement of the contract. He said he would talk to Colo about it and get back to me. He never did get back to me.

27. Nome Commercial Company did, in fact, institute a lawsuit in Superior Court in Nome on or about June 17, 2009, in a case captioned *Nome Commercial Company, an Alaska Corporation vs. Stanley Sobocienski*, Case No. 2NO-09-159 Civil. A copy of the Complaint is attached as Exhibit B. Mr. Sobocienski was served with a copy of the Summons and Complaint. The Complaint sought the remedy of specific performance of the Agreement to Convey Package Store License along with an alternative claim for breach of contract.

28. Mr. Sobocienski hired Anchorage attorney Sherman Ernouf (who according to my understanding has substantial experience in liquor issues). A copy of Mr. Sobocienski's Answer in the lawsuit prepared on his behalf by Mr. Ernouf is attached hereto as Exhibit C.

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29. The specific performance lawsuit with Mr. Sobocienski proceeded during the period of June, 2009 until October, 2010 when the case was dismissed by stipulation and order of the Court based on the settlement agreement described below. A copy of the State Court docket related to the lawsuit is attached as Exhibit D. On or about November 2, 2009, my attorney, Timothy Byrnes, scheduled a deposition of Stan Sobocienski in Anchorage. Mr. Stan Sobocienski and his attorney appeared for the deposition, as did Columbus ("Colo") Sobocienski. Colo was not allowed to attend the deposition as he was a stranger to and not a party the litigation (just as is the case in this ABC Board proceeding).

30. The deposition devolved within a short time into a settlement conference. Stan Sobocienski, with guidance and input from his legal counsel Mr. Ernouf, negotiated a settlement agreement evidenced by the Amendment to Agreement to Convey Package Store License attached hereto as Exhibit E and signed by me on January 21, 2010 and by Stan Sobocienski on January 20, 2010.

31. The key features of the Amendment to Agreement to Convey Package Store License (the "Amendment") are as follows: In paragraph 7 of the Amendment the terms of the Agreement to Convey Package Store Liquor License are expressly ratified and reaffirmed by the parties. Mr. Sobocienski expressly agreed to confirm to the ABC Board that the transfer should proceed on the terms of the ABC Board transfer application filed in February, 2009. In paragraph 9 the parties agreed to

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dismiss the specific performance lawsuit and to execute mutual releases. There were also detailed provisions addressing ongoing sales of alcoholic beverage products by Nome Commercial Company to Mr. Sobocienski for purposes of his Bering Sea Saloon operation. Mr. Sobocienski thereby was provided a source of inventory on favorable terms for his bar/beverage dispensary license in Nome.

32. Copies of the Stipulation for Dismissal and an Order of Dismissal signed by Superior Court Judge Ben Esch are attached as Exhibits F and G.

33. A Second Amendment to Agreement to Convey Package Store License (a copy of which is attached hereto as Exhibit H) was executed by Nome Commercial Company on August 4, 2010 and by Mr. Sobocienski on October 6, 2010. The most salient features of the Second Amendment to the Agreement to Convey Package Store License were that a) the gross sales price was reduced by \$5,000.00 to \$110,000.00; b) money from the sales proceeds was agreed to be paid at closing to Mr. Sobocienski's attorney, Sherman Ernouf, with regard to his attorney fees in the amount of \$10,985.00, and c) \$34,225.45 would be paid at closing to Nome Joint Utility Systems with regard to the obligations Mr. Sobocienski both with regard to his Wallace Liquor Store business as well as with regard to his Bering Sea Saloon fur business. In paragraph 6 of that agreement Mr. Sobocienski verified and affirmed that he had operated the Wallace Liquor Store License for the required thirty (30) days in 2009. Finally, in paragraph 4 Mr. Sobocienski agreed to waive the first right of refusal to

acquire the Wallace Liquor Store license that was contained in the Agreement to Convey Package Store License.

34. In order to implement and assure that Nome Joint Utilities would, at the closing of the package store license sale, be paid the \$34,225.45 owed it by Mr. Soboscienski, Nome Commercial Company, Mr. Soboscienski, and the City of Nome d/b/a Nome Joint Utility Systems on or about March 8, 2010 entered into the Agreement for Payment of Debt from Proceeds of Liquor License Transfer, attached hereto as Exhibit I.

35. The package store liquor license transfer was approved by the ABC Board and the license was issued to Nome Commercial Company on or about October 6, 2010.

36. Colo Sobocienski did not object to the transfer of the package store license to Nome Commercial Company. He is not a creditor of Nome Commercial Company and has no interest in the package store license purchased by Nome Commercial Company from his father. Colo Soboscienski did, however, directly and materially benefit from the transfer of the Wallace Liquor Store to Package Store Liquor License in the sense that the payment of \$34,225.45 to Nome Joint Utility also paid the debts then owing by Mr. Soboscienski with regard to the Bering Sea Saloon and its Beverage Dispensary License. After Stan Soboscienski's death his estate applied to transfer that beverage dispensary license to T & C, Inc., an Alaska corporation in which

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Colo Soboscienski and his wife are involved in the following sense. According to the last Biennial Report on file with the State of Alaska, a copy of which is attached hereto as Exhibit J, Colo's wife, Trudy Soboscienski owns 100% of the shares of T & C, Inc. She is also a director and the President, Secretary and Treasurer of the corporation.

37. Since acquiring the package store license in October, 2010 from Stan Sobocienski, Nome Commercial Company has operated the license as a warehouse store each year for at least thirty days. We have essentially operated the license and the store as a discount warehouse type of operation during the high sales volume summer months.

38. Nome Commercial Company via an Asset and Real Property Purchase Agreement executed on or about April 29, 2013 agreed to sell all of its real estate, personal property and liquor assets (including the former Wallace Liquor Store package store license) but with a long-term lease of the warehouse property to the North West Company (International) Inc. The pertinent Asset and Real Property Purchase Agreement was modified on or about August 16, 2013 to postpone the closing of the Wallace Liquor Store Package Store Liquor License until after the ABC Board Meeting on October 2, 2013 in anticipation that the baseless objections of Colo Sobocienski would be overruled at that meeting. The closing of the sale of the other Nome Commercial Company assets did occur on or about August 26, 2013. However, the purchase price for the Wallace Liquor Store Package Store Liquor License in the Asset and Real Property Purchase Agreement is for a sum substantially in excess of the amount NCC paid for the

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License when it purchased it from Stan in 2010 and Colo Soboscienski's objection has at present wrongfully prevented Nome Commercial Company's sale of that asset.¹

39. In his objection Colo Soboscienski appears to allege that Stan Soboscienski had not operated the Wallace Liquor Store Package Store License for approximately five to seven years before the sale. My due diligence and knowledge of the Wallace Liquor Store operations demonstrates Colo's allegations in that regard to be false.

40. With regard to past liquor operations of the Wallace Liquor Store, I would observe the following: a) the Affidavit of Operation of Liquor License dated October 6, 2010 signed by Stan Soboscienski covering calendar year 2009 and attached as Exhibit K was presented to the Board at the time of the transfer of the license to Nome Commercial Company, and b) I observed the Wallace Liquor Store in operation many times during the years leading up to Nome Commercial Company's purchase of the Wallace Liquor Store Package Store Liquor License. We sold pull tabs for the Lions Club of Nome, and they operated their own pull tab operation out of the Wallace Liquor Store. I would go over there to pick up games from the clerk running the pull tab operation. I observed that there was beer in the beer cooler, some limited liquor and wine stocked on the shelves, and a cash register in the corner. The Lions had ceased their pull tab operation at the Wallace Liquor Store some time prior to Nome Commercial

¹ We are certainly reserving all of our rights and remedies against Colo Sobocienski of any type, including but not limited to, claims that include tortious interference with contract and prospective advantage, and abuse of process.

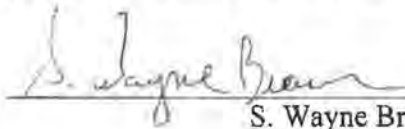
Company's purchase, and we ceased selling pull tabs for the Lions, choosing instead for sell for Nome Charr. After the Lions left I still rather regularly observed the Wallace Liquor Store in operation, although perhaps somewhat less frequently. I observed the Wallace Liquor Store open and in operation during the Iditarod, at various times during the summer, and during the Alaska Permanent Fund payment periods. Stan Soboscienski also told me that he had demonstrated to the ABC Board's satisfaction that the Wallace Liquor Store Package Store License was operating in accordance with the Board's requirements.

41. Colo Sobocienski also appears to assert that his father had health problems and allegedly was experiencing some level of diminished mental capacity during the formation of the sales contract. Colo does not provide any objective medical evidence or third party testimony or affidavits to support his assertions. In his dealings with me Stan Soboscienski appeared to be making objectively rational business decisions. After the filing of the specific performance lawsuit he was represented by experienced legal counsel. He negotiated and signed detailed and sophisticated transactional and settlement documents that reflected the care, objectivity and thought of sophisticated business people. (By way of example, the Amendment to Agreement to Convey Package Store License contained detailed, favorable credit terms for Stan along with the resolution of the Package Store License sale dispute.) Stan Soboscienski defended a substantial and involved commercial lawsuit related to the transaction and in the context of that


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litigation, its settlement and the modification of the purchase and sale agreements had the advice and representation of knowledgeable and experienced legal counsel. Stan Soboscienski's counsel, Sherman Ernouf, did not ever assert or purport to tell me that Stan lacked capacity to enter into legally enforceable contractual obligations. The dismissal of the lawsuit based on such settlement documentation was approved by Judge Esch prior to his retirement from the Nome Superior Court. Colo has no evidence (and no evidence exists) to support a theory that Stan Soboscienski was taken advantage of or that his interests were not ably protected in the liquor license purchase and sale transaction or in the ensuing litigation related to the purchase and sale terms, and in its resolution based on a mutually agreed upon compromise and settlement.

DATED at MESA, Arizona 20 day of September, 2013.

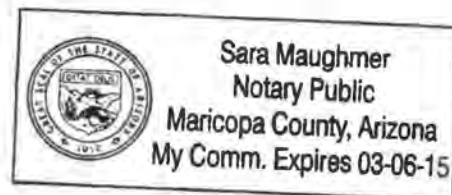

S. Wayne Brown

SUBSCRIBED AND SWORN to before me this 20th day of September, 2013.


NOTARY PUBLIC in and for the State of Arizona
My Commission Expires: 03/06/2015

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(907) 263-8320 FAX

314711.2



I hereby certify that a true and correct copy
of the foregoing (with exhibits) was
mailed this 20th day of September, 2013
to:

Columbus Sobocienski
P.O. Box 242594
Anchorage, AK 99524



AGREEMENT TO CONVEY PACKAGE STORE LICENSE

Stanley Sobocienski, of P.O. Box 56, Nome, Alaska 99762 (hereinafter "Seller"), agrees with Nome Commercial Company, an Alaska Corporation, of P.O. Box 1309, Nome, AK 99762, (hereinafter "Buyer") to conveyance of a certain package store license on the following terms.

WHEREAS Seller has been the licensee on package store license 1248, issued by the Alaska Alcoholic Beverage Control Board, since approximately 1970, and has operated the license under the name of Wallace Liquor Store at 311 Front Street in Nome, Alaska, and

WHEREAS Buyer operates Nome Liquor Store in Nome, Alaska, and has offered to purchase Seller's package store license.

NOW THEREFORE the parties agree as follows:

1. Buyer agrees to purchase, and Seller agrees to convey, all of Seller's rights to package store license number 1248, issued by the ABC Board.
2. The purchase price shall be \$125,000, payable in full upon completion of transfer of the license by the ABC Board to Buyer.
3. Seller represents that he owns good marketable title to the license, and that there are no liens or encumbrances against the title, and that he has paid all debts and obligations of the business for which the license is used, or which could attach to or affect the license in any way, except only for any ongoing obligations in the ordinary course of business which are identified on the Creditor's Affidavit attached hereto and which shall be paid in full by the time of transfer of the license, as a condition to Buyer's payment obligations.
4. Seller agrees to indemnify, defend, and hold harmless Buyer from any and all claims or debts which may arise relating to or affecting the liquor license, including any claims accruing during Seller's ownership relating to sale to underage persons or persons not entitled to purchase alcoholic beverages, including any "dram shop" actions, and including any other

actions by Seller prior to transfer of the license to Buyer. Seller represents and warrants that there are no tax liens or judgment liens which will encumber or affect Buyer's rights to the license, and Seller's indemnity includes an indemnity to Buyer from any such claims.

5. Buyer represents that it is licensee under the Nome Liquor Store package store license and know of no reason why under ABC Board regulations it should not qualify as purchaser of package store license 1248.
6. Effective upon issuance of the license to Buyer, Seller hereby conveys to Buyer any and all rights to the name "Wallace Liquor Store" or "Wallace Liquors."
7. Buyer represents that it has financial ability to pay the purchase price, and agree to provide upon request reasonable assurances to Seller of the availability of funds to complete the purchase.
8. The parties agree to cooperate and take all steps necessary to complete a transfer of the license, including but not limited to filling out and signing the attached documents from the ABC Board:

license transfer application
license premises diagram
statement of financial interest
posting affidavit
creditor's affidavit
format for advertising

The parties agree to provide each other with all information necessary to comply with ABC Board regulations for transfer of the package store license. Buyer will pay the \$100 fee for transfer of the license and will be responsible for posting, advertising, and submitting the license transfer application to the ABC Board.

9. Seller agrees to lease to Buyer the current premises operated by Wallace Liquors, without additional consideration, for a two-year term commencing upon transfer of the license. A copy of the lease, with renewal options, is attached hereto as Exhibit A.

10. This agreement reflects the entire agreement between the parties. It supersedes any prior oral agreements and can be modified only in writing signed by all parties. The representations and warranties set forth in this agreement shall be effective as of transfer of the license and shall be continuing ones. This agreement shall be interpreted in accordance with Alaska law. The agreement may be signed in counterparts and shall be effective when the parties have signed the agreement and provided a copy to the other party.
11. Buyer shall have no obligation to sell alcoholic beverages to Seller for use in the Bering Sea Saloon, and Seller shall have no obligation or rights to purchase alcoholic beverages from Buyer under package store license 1248, except as the parties may subsequently agree, after transfer of the license, upon a course of business dealings.

SELLER:

Dated: 2/28/09 By: Stanley L. Sobocienski
Stanley Sobocienski

BUYER:

Nome Commercial Company

Dated: 2/25/2009 By: Wayne Brown
Wayne Brown
Its: President

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

SECOND JUDICIAL DISTRICT AT NOME

NOME COMMERCIAL COMPANY, an
Alaska Corporation,

Plaintiff,

vs.

STANLEY SOBOCIENSKI,

Defendant.

Case No. _____ Civil

COMPLAINT FOR SPECIFIC PERFORMANCE

COMES NOW plaintiff, Nome Commercial Company, an Alaska Corporation, by and through its attorneys Hughes Pfiffner Gorski Seedorf & Odsen, LLC, and alleges as follows:

1. Plaintiff is an Alaska corporation which has paid all taxes due and is qualified to bring and maintain this action.
2. Defendant Stanley Sobocienski is a resident of Nome, Alaska.
3. In 1970, defendant Sobocienski acquired a package store license issued by the Alaska Alcoholic Beverage Control Board, License No. 1248. He has subsequently renewed the license, and it is currently in effect through 2010.

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4. Under the above package store license, defendant Sobocienski has operated a business selling alcoholic beverages as Wallace Liquor Store, at 311 Front Street in Nome, on real property he owns.

FIRST CLAIM FOR RELIEF
SPECIFIC PERFORMANCE

5. On or about January 2009, defendant Sobocienski negotiated with Nome Commercial Company to sell package store license 1248. The parties entered into a written agreement in February 2009, attached hereto as Exhibit A, in which defendant agreed to convey all of his rights in package store license 1248 to plaintiff for \$125,000, payable upon completion of the transfer.

6. Defendant Sobocienski further agreed to lease space at 311 Front Street to plaintiff, for plaintiff to operate a package store business under license 1248. See the attached Exhibit B.

7. Pursuant to their agreement, defendant Sobocienski signed an application filed with the Alaska ABC Board to transfer license 1248 to plaintiff, and declared under penalty of perjury that he agreed to provide all information required by the Board in support of the application. See the attached Exhibit C.

8. Defendant Sobocienski published notice of the transfer in the Nome Nugget. See the attached Exhibit D.

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9. Defendant Sobocienski filed an affidavit with the Alaska ABC Board disclosing no creditors, on a form needed for the Board to transfer the license. See the attached Exhibit E.

10. Plaintiff Nome Commercial Company submitted a statement of financial interest to the ABC Board in support of the application for transfer. See the attached Exhibit F.

11. Plaintiff complied with all other obligations in connection with the transfer, and was at all times ready, willing, and able to pay the purchase price and complete the transaction.

12. Defendant Sobocienski was able to complete the transaction. He had signed and submitted all documents needed by the ABC Board to do so. Neither the City of Nome, nor any creditors, nor any other third parties were in a position to or did object to completion of the transfer. No protests were filed against the transfer.

13. The transfer was to be scheduled for approval at the May 7, 2009, Alaska ABC Board meeting.

14. On April 16, 2009, defendant Sobocienski wrote a letter to the ABC Board stating:

This letter serves as formal notification that the planned sale of the Wallace Liquor Store located at 311 Front Street, Nome, Alaska to Nome Commercial Company has been cancelled effective immediately.

See the attached Exhibit G.

15. Plaintiff demanded that defendant Sobocienski comply with the terms of his agreement to transfer the liquor license. By letter dated June 8, 2009, defendant Sobocienski refused to carry out his contractual obligations, claiming he has "full rights to squash the sale." See the attached Exhibit H.

16. Defendant Sobocienski has breached his agreement and the court should order him to rescind his letter to the ABC Board, and sign all forms and take all steps necessary to complete the sale.

SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT

17. Defendant Sobocienski has breached his agreement with plaintiff to transfer liquor license 1284, and in the alternative to specific performance, should be liable for all of plaintiff's damages caused by the breach, including all incidental, consequential, punitive, and other damages.

WHEREFORE, plaintiff Nome Commercial Company prays for a judgment and decree against defendant Stanley Sobocienski for the following relief:

1. For an order that defendant Sobocienski specifically perform his obligations to convey liquor license 1248 to plaintiff Nome Commercial Company, and lease premises to plaintiff and carry out all other obligations that defendant Sobocienski agreed to in the Exhibits attached to this Complaint;

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2. For an equitable order that defendant Sobocienski compensate plaintiff for all its costs and expenses caused by his failure to perform his contractual obligations;

3. For judgment against defendant Sobocienski for all compensatory damages caused by his breach of contract;

4. For costs, interest, and attorney's fees to be awarded by the court;

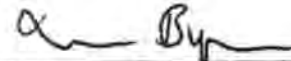
5. For punitive damages; and

6. For such other and further relief as the court deems just and equitable.

DATED at Anchorage, Alaska, this 12 day of June, 2009.

HUGHES PFIFFNER GORSKI
SEEDORF & ODSSEN, LLC
Attorneys for Plaintiff Nome Commercial
Company

By:



Timothy R. Byrnes
ABA No. 7710103

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WHEREAS Buyer operates Nome Liquor Store in Nome, Alaska, and has offered to purchase Seller's package store license.

NOW THEREFORE the parties agree as follows:

1. Buyer agrees to purchase, and Seller agrees to convey, all of Seller's rights to package store license number 1248, issued by the ABC Board.
2. The purchase price shall be \$125,000, payable in full upon completion of transfer of the license by the ABC Board to Buyer.
3. Seller represents that he owns good marketable title to the license, and that there are no liens or encumbrances against the title, and that he has paid all debts and obligations of the business for which the license is used, or which could attach to or affect the license in any way, except only for any ongoing obligations in the ordinary course of business which are identified on the Creditor's Affidavit attached hereto and which shall be paid in full by the time of transfer of the license, as a condition to Buyer's payment obligations.
4. Seller agrees to indemnify, defend, and hold harmless Buyer from any and all claims or debts which may arise relating to or affecting the liquor license, including any claims accruing during Seller's ownership relating to sale to underage persons or persons not entitled to purchase alcoholic beverages, including any "dram shop" actions, and including any other

actions by Seller prior to transfer of the license to Buyer. Seller represents and warrants that there are no tax liens or judgment liens which will encumber or affect Buyer's rights to the license, and Seller's indemnity includes an indemnity to Buyer from any such claims.

5. Buyer represents that it is licensee under the Nome Liquor Store package store license and know of no reason why under ABC Board regulations it should not qualify as purchaser of package store license 1248.
6. Effective upon issuance of the license to Buyer, Seller hereby conveys to Buyer any and all rights to the name "Wallace Liquor Store" or "Wallace Liquors."
7. Buyer represents that it has financial ability to pay the purchase price, and agree to provide upon request reasonable assurances to Seller of the availability of funds to complete the purchase.
8. The parties agree to cooperate and take all steps necessary to complete a transfer of the license, including but not limited to filling out and signing the attached documents from the ABC Board:

license transfer application
license premises diagram
statement of financial interest
posting affidavit
creditor's affidavit
format for advertising

The parties agree to provide each other with all information necessary to comply with ABC Board regulations for transfer of the package store license. Buyer will pay the \$100 fee for transfer of the license and will be responsible for posting, advertising, and submitting the license transfer application to the ABC Board.

9. Seller agrees to lease to Buyer the current premises operated by Wallace Liquors, without additional consideration, for a two-year term commencing upon transfer of the license. A copy of the lease, with renewal options, is attached hereto as Exhibit A.

10. This agreement reflects the entire agreement between the parties. It supersedes any prior oral agreements and can be modified only in writing signed by all parties. The representations and warranties set forth in this agreement shall be effective as of transfer of the license and shall be continuing ones. This agreement shall be interpreted in accordance with Alaska law. The agreement may be signed in counterparts and shall be effective when the parties have signed the agreement and provided a copy to the other party.
11. Buyer shall have no obligation to sell alcoholic beverages to Seller for use in the Bering Sea Saloon, and Seller shall have no obligation or rights to purchase alcoholic beverages from Buyer under package store license 1248, except as the parties may subsequently agree, after transfer of the license, upon a course of business dealings.

SELLER:

Dated: 2/28/09 By: Stanley L. Sobocienski
Stanley Sobocienski

BUYER:

Nome Commercial Company

Dated: 2/25/2009 By: Wayne Brown
Wayne Brown
Its: President

LEASE

This is an agreement between Stanley Sobocienski ("Landlord"), and Nome Commercial Company, an Alaska Corporation, d/b/a Wallace Liquor Store ("Tenant").

The Landlord hereby leases to Tenant, and Tenant leases from Landlord, the following property, known as the premises:

That certain area located at 311 Front Street in Nome, Alaska, on which the Wallace Liquor Store has been operated. The dimensions of the premises are the area shown as the package store on the attached Exhibit A, and consist of approximately 264 square feet.

The term of this agreement shall begin on the date of transfer of package store license 1248 from Landlord to Tenant, and shall continue for a two-year period.

1. **RENT.** The consideration for this lease is included in the payment for transfer of the liquor license referred to above. Accordingly, Tenant shall not owe rent to Landlord during the term of this lease.
2. **RENEWALS.** Tenant has the right to renew the lease for twenty periods of one year apiece, commencing on termination of the initial lease term. Tenant shall give notice to Landlord of its intention to exercise each renewal option. If Tenant remains in occupancy after the conclusion of a lease term, it shall be deemed to have exercised its renewal option unless it advises Landlord to the contrary in writing. Upon expiration of all renewal terms, the lease shall continue on a month-to-month basis on the same terms as set forth herein.
3. **LEASE TERMINATION.** Prior to any termination of the lease, Landlord shall provide Tenant with sufficient reasonable notice to permit Tenant to comply with any applicable ABC Board regulations, including remaining open for the minimum annual length of time required to keep the license active, in order to allow transfer of the license to another location. The lease shall terminate if package store license number 1248 is revoked by the ABC Board.

4. **CONDITION OF PREMISES.** The premises shall be leased in an "as is" condition, with all fixtures, including shelving, counters, coolers, and signs that are in place on January 1, 2009, to remain in the premises throughout the lease, unless otherwise agreed by the parties. The Landlord shall make all repairs and do whatever is necessary to keep the premises in a fit and suitable condition, except that repairs which are required due to Tenant's negligence, or acts of the Tenant or its customers, shall be paid by Tenant. Tenant will take good care of the premises, fixtures, and personal property, and not alter or change the premises except for reasonable business needs or with the written consent of Landlord. The Landlord shall not take any action creating an impediment to Tenant's ability to comply with all ABC Board regulations for operation of a package store, and to meet all ABC Board premises inspection criteria.
5. **UTILITIES AND MAINTENANCE.** Landlord shall pay all expenses incurred in connection with the premises, including providing electricity, heating, snow removal, exterior painting and maintenance, roof maintenance, repair and maintenance of the coolers, and other utility charges except telephone.
6. **TAXES.** The Landlord shall pay all real property taxes and assessments related to the premises. Tenant will pay any personal property taxes on Tenant's personal property, and inventory.
7. **USE.** Tenant will be allowed to operate a business at the premises, in connection with package store license 1248, for sale of alcoholic beverages and food, groceries, tobacco products, periodicals, pull tabs, and incidental items, or related purposes. Tenant shall not have any obligation to provide or sell alcoholic beverages or other items to Landlord, nor will Landlord have the right to obtain alcoholic beverages or other items from Tenant, except as the parties may subsequently agree upon in their course of business dealings. Tenant shall not be obligated to operate any business on a full-time basis, and may in its discretion leave the premises closed for such periods as it determines.
8. **SUBLEASE.** Tenant will not sublet nor assign the lease without written consent of Landlord, except to any subsequent assignee of the package store license, nor allow the premises to be used for any unlawful purpose.

9. **SIGNS AND INSPECTION.** Tenant shall have the right to put up, on the exterior or interior of the premises, signs for the business operating on the premises, subject to consent of the Landlord, which shall not unreasonably be withheld. Landlord, or his agents, shall be permitted, at any time during the term of this lease, to inspect the premises for reasonable purposes related to this lease.
10. **FIRE OR CASUALTY.** If the premises shall be destroyed or the parties agree that they have been made untenable by fire, earthquake, or other casualty during the term of this agreement, this agreement shall be terminated. In the case of slight damage to the premises, Landlord shall repair the premises.
11. **INSURANCE.** Landlord waives subrogation rights of any insurer under any policies affecting the premises.
12. **CONDEMNATION.** If the premises, or a material portion of the premises, is condemned for any public use or purpose, this agreement shall terminate.
13. **DEFAULT.** If Tenant breaches any provision of this lease, and fails to perform, correct, or cure any nonperformance of any obligation within 30 days of receipt of written notice by Landlord to Tenant, Tenant shall be in default, and Landlord shall have all rights and remedies provided by Alaska Statute, including the right to terminate this agreement.
14. **WAIVER.** Failure of either party to insist upon a strict performance of the terms, conditions, and agreements set forth herein, shall not constitute a waiver or relinquishment of their rights thereafter to enforce the terms, agreements, or conditions.
15. **HEIRS.** This agreement shall be binding on the heirs, executors, and assignees of the parties hereto.

LANDLORD:

Dated: 2/28/09 By: Stanley G. Sobocienski
Stanley Sobocienski

TENANT:

NOME Commercial Company d/b/a
Wallace Liquor Store

Dated: 2-25-2009 By: Wayne Brown
Wayne Brown
Its: President

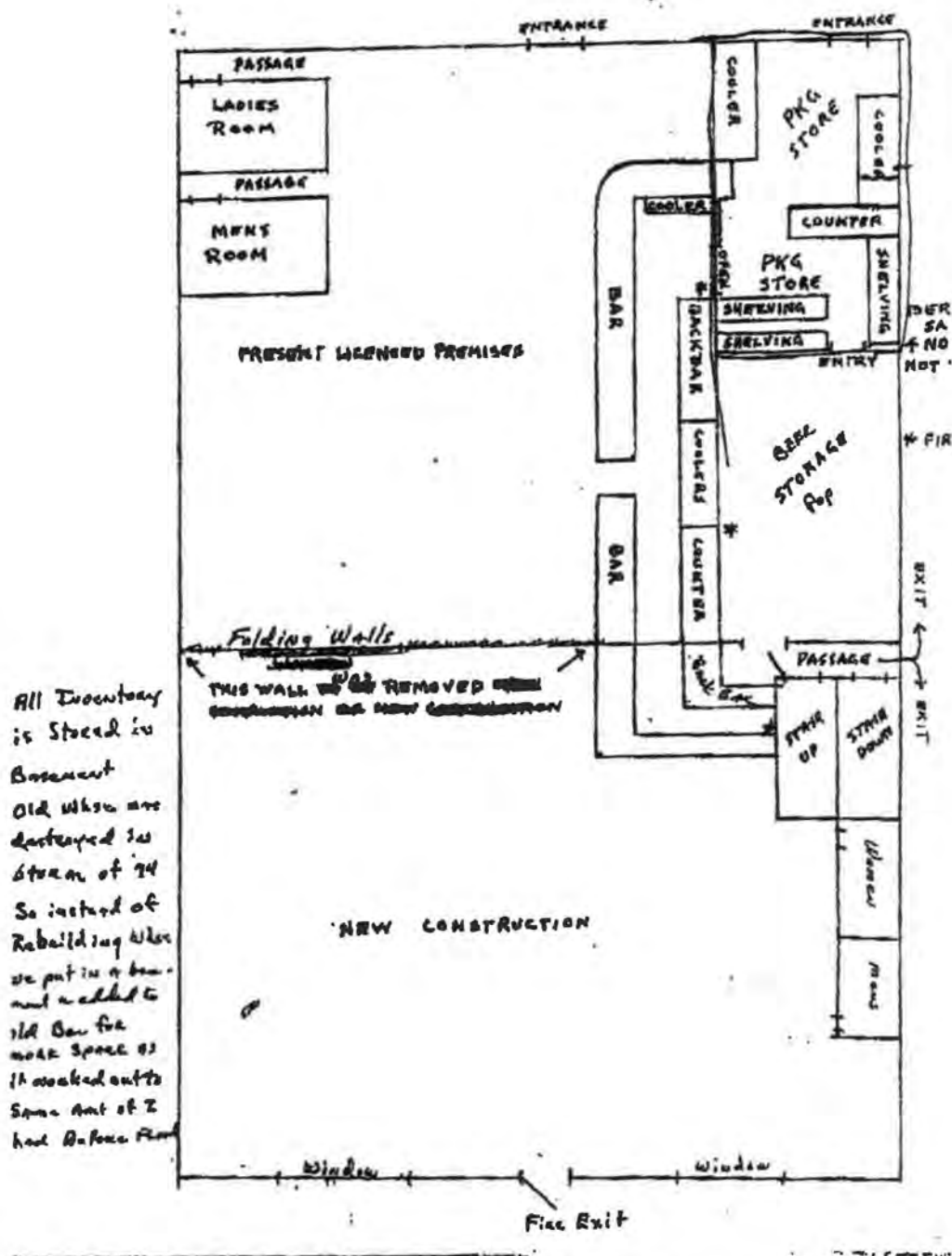


Exhibit A Page 1 of 1

Exhibit B
Page 5 of 5 PagesExhibit B
Page 13 of 23

Alcoholic Beverage Control Board
5848 F. Tudor Rd
Anchorage AK 99507
PH: 907 269-0350 - FX: 907 272-9412

Liquor License

PAGE 2 of 2
Licensee Information
www.dps.state.ak.us/abc

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.			
Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an individual ownership): NOME COMMERCIAL COMPANY, INC.		Telephone Number: 907-443-5461	Fax Number: 907-443-5096
Corporate Mailing Address: PO BOX 1309	City: NOME	State: ALASKA	Zip Code: 99762
Name, Mailing Address and Telephone Number of Registered Agent: SANFORD W BROWN, PO BOX 1309, NOME, AK 99762; 907-443-5461		Date of Incorporation OR Certification with ICED: 03/22/1988	State of Incorporation ALASKA
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <u>must</u> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
SANFORD BROWN	PRES	50	PO BOX 1309, NOME, AK 99762; 907-443-2249	907-443-5461	10/10/1940
CARROL A BROWN	SCY/TR	50	PO BOX 1309, NOME, AK 99762; 907-443-2249	907-443-5461	01/20/1957
NOTE: On a separate sheet provide information on ownership of other organized entities that are shareholders of the licensee.					

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)			
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.050, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature: <i>Stanley L. Sobocianski</i>	Signature of Transferee(s) Signature: <i>Sanford W. Brown</i>
Name & Title (Please Print): Stanley L. Sobocianski, Owner	Name & Title (Please Print): SANFORD W BROWN, PRESIDENT
Subscribed and sworn to before me this 28th day of February, 2009	Subscribed and sworn to before me this 25 day of Feb. 2009
Notary Public in and for the State of Alaska <i>Dorlene O. Kauer</i> My commission expires: 9/15/2011	Notary Public in and for the State of Arizona <i>Michael Tiller</i> My commission expires: April 4, 2009

Transfer App 11/05

Residing at home

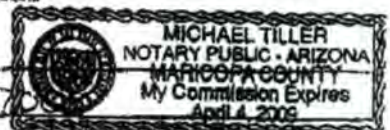


Exhibit C
Page 1 of 1 Page

Exhibit B
Page 14 of 23

Publisher's Affidavit

UNITED STATES OF AMERICA,

State Of Alaska

SS:

Notice

STANLEY SOBOCIENSKI, d/b/a WALLACE LIQUOR STORE located at 311 Front Street, Nome, Alaska is applying for a transfer of a PACKAGE LIQUOR STORE ISSUED UNDER AS 04.11.105 liquor license to NOME COMMERCIAL COMPANY d/b/a WALLACE LIQUOR STORE located at 311 FRONT STREET, NOME, AK.

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 5848 E.Tudor Rd., Anchorage, AK 99507.

3/5-12-19

Nome Nugget

Notice Correction

STANLEY SOBOCIENSKI, d/b/a WALLACE LIQUOR STORE located at 311 Front Street, Nome, Alaska is applying for a transfer of a PACKAGE LIQUOR STORE ISSUED UNDER AS 04.11.150 liquor license to NOME COMMERCIAL COMPANY d/b/a WALLACE LIQUOR STORE located at 311 FRONT STREET, NOME, AK.

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 5848 E.Tudor Rd., Anchorage, AK 99507.

[Signature], being first duly sworn on oath deposes and says:

that I am and was at all times herein this affidavit mentioned, Adrian

of THE NOME NUGGET, a newspaper of general circulation and published

daily at Nome, Second Division, State of Alaska, that

Notice correction
license transfer

inted copy of which is hereto annexed, was published in paper once and every week for one successive

consecutive weeks in the issues of the following dates:

April 2, 2009

SCRIBED and SWORN to before me this

2nd day of April, 2009

NOTARY PUBLIC in and for the

State of Alaska.

My commission expires 02/07/12

[Signature]

Exhibit D
Page 1 of 1 Page

Exhibit B
Page 15 of 23

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
CREDITORS AFFIDAVIT AS 04.11.280 AND AS 04.11.360

AFFIDAVIT

I/We Stanley L. Sabicinski being first duly sworn on oath, depose and state that I/we am/are the licensee(s) and transferor(s) of that certain business known as Wolfe Liquor Store located at 311 Front Street in connection with liquor license number 1248 and that the following is a listing of accounts payable and taxes owed by the above licensed business as of 28th of Feb 2009.

Creditor/Taxing Authority	Complete Mailing Address	Amount	Purpose of Liability
<u>None</u>			

SIGNED Stanley L. Sabicinski SIGNED _____
SIGNED _____ SIGNED _____

Subscribed & sworn to before me this

28th day of February 2009



[Signature]
Notary Public for Alaska

Resident Nome
My commission expires 9/15/2011

(Rev. 5/2001)

Exhibit E
Page 1 of 1 Page

Exhibit B
Page 16 of 23

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

CONFIDENTIAL

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

AS 04.11.450(a) states that no person other than a licensee may have a direct or indirect financial interest in the business for which the license is issued.

APPLICANT'S NAME AND MAILING ADDRESS	DBA (BUSINESS NAME) AND LOCATION
NOME COMMERCIAL COMPANY PO BOX 1309, NOME, AK 99762	WALLACE LIQUOR STORE 311 FRONT STREET, NOME, ALASKA

List below persons, firms, lending institutions or corporations which have or may have any financial involvement in furthering purchases of assets, revenues or operating capital for the licensed business operations.

NAME	ADDRESS	AMOUNT	PURPOSE
NOME COMMERCIAL COMPANY	PO BOX 1309, NOME, AK 99762	\$125,000	PURCHASE LICENSE
SANFORD W BROWN	PO BOX 1309, NOME, AK 99762	\$5,000	WORKING CAPITAL
CARROL A BROWN	PO BOX 1309, NOME, AK 99762	\$5,000	WORKING CAPITAL

Under the penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

Signature of Applicant/Transferee

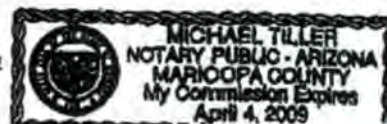
Sanford W. Brown
2/25/09

Date

Subscribed and sworn to before me this

25 Day of Feb. 19 2009
Michael Tiller

Notary Public in and for the State of Alaska Arizona
My commission expires April 4, 2009



***Bering Sea Enterprises, Inc.
PO Box 56
Nome, Alaska 99762***

April 16, 2009

Alcohol Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507
Facsimile Number (907) 272-9412

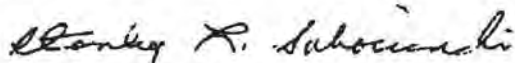
Dear Sirs:

This letter serves as formal notification that the planned sale of the Wallace Liquor Store located at 311 Front Street, Nome, Alaska to Nome Commercial Company has been canceled effective immediately.

Please feel free to contact me if you have any questions or comments.

Thank you for your time.

Sincerely,



Stanley L. Sobocienski, President
Bering Sea Enterprises, Inc.

cc: Nome Commercial Company
Columbus L. Sobocienski
File

Stanley Sobocienski
PO Box 56
Nome, AK 99762

June 8, 2009

Wayne Brown
c/o Nome Commercial Company
d/b/a Nome Liquor Store
Nome, Alaska 99762

HAND DELIVERED - June 8, 2009

RE: Response to June 5, 2009 Voice Message

Dear Wayne:

I received your voice message on June 5, 2009 where you stated that you are seeking legal action against me for squashing the sale of my package store license to you. As you know, I did not receive any earnest money from you. There are no actionable issues that you can bring through the court system regarding my choice to retain my package store license. I merely exercised my full rights to squash the sale within the proper time frame.

Thank you,


Stanley Sobocienski

CASE DESCRIPTION – SUPERIOR COURT

Case Number: _____

Check the box that best describes the case. Mark one box only. If the caption is "In the Matter of", do not select Civil – Superior Court case. Use either Superior Court Miscellaneous Petition or appropriate Domestic Relations case type. For district court cases, use form CIV-125D.

CIVIL – SUPERIOR COURT

CONTRACT – Contract cases involving real property should be reported under the real property category.

- ☐ Debt Collection (CISDEB)
- ☐ Claim Against Seller of Goods/Services (CISCLAIM)
- ☐ Employment Dispute (CISEMP)
- ☐ Other Contract (CISOCT)

TORT

- ☐ Intentional Tort (e.g., assault, battery, vandalism) (CISIT)
- ☐ Slander/Libel/Defamation (CISSLD)
- ☐ Product Liability (CISPL)
- ☐ Wrongful Death (CISPID)

Automobile Negligence:

- ☐ Personal Injury Only (CISPIA)
- ☐ Property Damage Only (CISPDA)
- ☐ Both (CISIDA)

Other Negligence:

- ☐ Personal Injury Only (CISPIO)
- ☐ Property Damage Only (CISPDO)
- ☐ Both (CISIDO)

MALPRACTICE

- ☐ Legal Malpractice (CISLMP)
- ☐ Medical Malpractice (CISMMP)
- ☐ Other Malpractice (CISOMP)

REAL PROPERTY

- ☐ Foreclosure (CISFOR)
- ☐ Condemnation (CISCNDM)
- ☒ Real Property Action (CISREM)

OTHER CIVIL

- ☐ Arbitration Proceeding (CISAP)
- ☐ Confession of Judgment (CISCONF)
- ☐ Declaratory Judgment/Injunc. Relief (CISINJ)
- ☐ OSC Request – Admin Agency (CIOSC)
- ☐ Action to Enforce Administrative Agency Order (Incl Subpoena) (CIBW)
- ☐ Writ of Habeas Corpus (CIWHC)
- ☐ Election Contest or Recount Appeal (CISELE)
- ☐ Enforcement of Arbitration Order or Subpoena AS 09.43.070 (CIARB)
- ☐ Unfair Trade Practice (CISUTP)
- ☐ Consumer Protection (CISCP) (Clerk: mail copy of complaint/initial pleading to attorney general)
- ☐ Other Civil Complaint (CISOCI). Describe: _____

FORCIBLE ENTRY AND DETAINER – SUPERIOR COURT

- ☐ Eviction – F.E.D. (CISFED)

FOREIGN JUDGMENT – SUPERIOR COURT

- ☐ Registration of Foreign Judgment (CISFOJ)
*Do not use for foreign support/custody order.
See Domestic Relations category.*

POST-CONVICTION RELIEF TO SUPERIOR COURT

- ☐ Post-Conviction Relief (CISPCR)

DOMESTIC RELATIONS**DIVORCE WITHOUT CHILDREN**

- ☐ Divorce Without Children (CISDIV)

DIVORCE OR CUSTODY WITH CHILDREN

- ☐ Petition for Custody (CISCUS)
- ☐ Uncontested Complaint for Custody (CISUCUS)
- ☐ Divorce With Children (CISDVC)
- ☐ Uncontested Divorce With Children (CISUDVC)

LEGAL SEPARATION

- ☐ Legal Separation With Children (CICLS)
- ☐ Legal Separation Without Children (CISLS)

DOMESTIC RELATIONS OTHER

- ☐ Ex Parte Application for OSC for Failure to Comply with Admin Order for Genetic Testing (CIOSCP)
- ☐ Action to Modify or Enforce Administrative Child Support Order (CIPCS)
- ☐ Petition for Order re: PFD or Native Dividend (CIPND)
- ☐ Establishment of Paternity (CISPAT)
- ☐ Disestablishment of Paternity (CIDPAT)
- ☐ Foreign Custody Order (Registration, Modification or Enforcement) (DR483)
- ☐ Foreign Support Order (Registration, Modification or Enforcement) (CIUIFSA)
- ☐ Registration of Foreign Domestic Relations Order (Not Support or Custody) (CIDRFJ)
- ☐ Petition for Annulment (CIANNUL)
- ☐ Petition for Visitation (CIVIS)
- ☐ Registration of Child Custody Determination AS 25.30.430 (CIRCCD)

SUPERIOR COURT MISCELLANEOUS PETITION

☐ Entry & Inspection Warrant – AS18.60.083
(CISWRNT)

☐ Appointment of Trustee Counsel (CISTC)

☐ Other Superior Court Petition (CISPET)

Describe: _____

**APPEAL & REVIEW MATTERS
IN THE SUPERIOR COURT**

ADMINISTRATIVE AGENCY APPEAL

☐ DMV Appeal (CIADDMV)

☐ Administrative Agency Appeal (CIADR)

☐ Employment Security Appeal (CIADRESA)

APPEAL FROM DISTRICT COURT

☐ Civil or Small Claims Appeal (CIACI)

☐ Criminal Merit Appeal (CIACRM)

☐ Criminal Sentence Appeal (CIACRS)

☐ Minor Offense Appeal (CIAMO)

PETITION FOR REVIEW OR RELIEF

☐ Petition for Review from Admin. Agency (CIPRA)

☐ Petition for Review from District Court (CIPRD)

☐ Petition for Review from Admin. Agency –
AS 44.62.305 (CIPRLF)

☐ CSSD License Review Action (CICSED)

IN THE ~~JUDICIAL~~ DISTRICT / SUPERIOR COURT FOR THE STATE OF ALASKA
AT NOME

NOME COMMERCIAL COMPANY, an Alaska
Corporation,

Plaintiff(s),

vs.

STANLEY SOBOCIENSKI,

Defendant(s).

CASE NO. _____ CI

**SUMMONS
AND
NOTICE TO BOTH PARTIES
OF JUDICIAL ASSIGNMENT**

To Defendant: STANLEY SOBOCIENSKI

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at (address): P.O. Box 1110, Nome, Alaska 99762 within 20 days* after the day you receive this summons.

In addition, a copy of your answer must be sent to:

Timothy R. Byrnes

Plaintiff's attorney or plaintiff (if unrepresented): Hughes, Pfiffner, Gorski, Seedorf &

Address: 3900 "C" Street, Suite 1001

Olsen, LLC

Anchorage, Alaska 99503-5931

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint.

If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at www.state.ak.us/courts/forms.htm, to inform the court.

-OR-

If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

To: Plaintiff and Defendant

You are hereby given notice that this case has been assigned to Judge _____

(SEAL)

CLERK OF COURT

By: _____

Date _____

Deputy Clerk

* The state or a state officer or agency named as a defendant has 40 days to file its answer. If you have been served with this summons outside the United States, you also have 40 days to file your answer.

CIV-100 (2/06)(sl.3)
SUMMONS

Civil Rules 4, 5, 12, 42(c), 55

Exhibit B
Page 22 of 23

NORTHTRIM BANK
ANCHORAGE, ALASKA
907 937 2257

HUGHES PFIFFNER GORSKI
SEEDORF & ODSSEN, LLC
ATTORNEYS AT LAW
1000 WEST 11TH AVENUE, SUITE 100
ANCHORAGE, ALASKA 99501
PHONE (907) 263-2222 • FAX (907) 263-2223

Check Number 179451 Date 12/2/09

One hundred fifty and 00/100 DOLLARS

TO THE ORDER OF Nome Clerk of Court

GENERAL ACCOUNT

TWO HUNDRED AND NO/100 DOLLARS

179451 125200934 0160400206

HUGHES PFIFFNER GORSKI SEEDORF & ODSSEN, LLC

Paid to: Nome Clerk of Court

Check # 179451

Invoice Payment Offsets

Vendor ID	Invoice Number	Description	Payment Amt
805555	4985CM8	Filing Fee for Complaint.	150.00
			150.00

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
SECOND JUDICIAL DISTRICT AT NOME**

NOME COMMERCIAL COMPANY,)
an Alaska Corporation)

Plaintiff,)

vs.)

STANLEY SOBOCIENSKI)

Defendant.)

☐ HD ☒ OTHER _____

RECEIVED

AUG 04 2009

**HUGHES PFIFFNER GORSKI
SEEDORF & OBSER, LLC**

Case No. 2NO-09-159 CI

**ANSWER AND COUNTERCLAIM TO COMPLAINT FOR SPECIFIC
PERFORMANCE**

COMES NOW Defendant Stanley Sobocienski, by and through counsel,
The Law Offices of Ernouf & Coffey, and answers Plaintiff Nome Commercial
Company's complaint as follows:

1. Defendant lacks knowledge or information sufficient to form a
belief as to the truth or falsity of the allegations of paragraph 1 of Plaintiff's
complaint, and therefore denies the allegations.

2. Admit.

3. Defendant acquired and owns State of Alaska Alcoholic Beverage
Control Board license #1248. Defendant lacks knowledge or information
sufficient to confirm or deny the remaining allegations of paragraph 3 of
Plaintiff's complaint, and therefore denies those allegations.

4. Defendant operates Wallace Liquor Store at 311 Front Street.
Defendant lacks knowledge or information sufficient to confirm or deny the

remaining allegations of paragraph 4 of Plaintiff's complaint, and therefore denies those allegations.

FIRST CLAIM FOR RELIEF
SPECIFIC PERFORMANCE

5. Defendant admits to entering a written agreement with Plaintiff. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of the remaining allegations contained in paragraph 5, and therefore denies the allegations.

6. Admit.

7. Defendant admits to signing a transfer application for license 1248 which would have transferred the license to Plaintiff.

8. Admit.

9. Admit.

10. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 10 of Plaintiff's complaint, and therefore denies the allegations.

11. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 11 of Plaintiff's complaint, and therefore denies the allegations.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 12 of Plaintiff's complaint, and therefore denies the allegations.

LAW OFFICES OF
ERBOUT & COFFET
A Professional
Corporation

6606 Echon Circle
Suite 110
Anchorage, Alaska 99508

Phone: (907) 274-5252
Fax: (907) 274-4288

13. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 13 of Plaintiff's complaint, and therefore denies the allegations.

14. Admit.

15. Defendant admits to having "full rights to quash the sale." Defendant further admits to sending Plaintiff the letter attached to Plaintiff's complaint as Exhibit H. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the other allegations contained in paragraph 15 of Plaintiff's complaint, and therefore denies the remaining allegations.

16. Paragraph 16 of Plaintiff's complaint calls for multiple specific legal conclusions and therefore Defendant denies same.

SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT

17. Paragraph 17 of Plaintiff's complaint calls for multiple specific legal conclusions and therefore Defendant denies same

COUNTERCLAIMS

1. Plaintiff breached his obligations to Defendant.
2. Plaintiff's contract was ambiguous and lacked necessary terms.
3. Plaintiff breached the implied covenant of good faith and fair dealing.
4. Any and all other claims that are discovered or arise during the course of discovery in this case.

**LAW OFFICES OF
BENNETT & COOPER**
A Professional
Corporation

2605 Rhoads Circle
Suite 110
Anniston, AL 36410


Phone: (205) 274-2225
Fax: (205) 274-4225

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim for which relief can be granted.
2. Failure and/or lack of consideration.
3. Laches.
4. Defendant lacks capacity to contract.
5. Estoppel.
6. Defendant's conduct was induced by fraud, and/or misrepresentation, and/or duress.
7. Any and all other affirmative defenses which arise or are developed in the course of discovery in this matter.

DATED at Anchorage, Alaska this 31st day of July 2009.

Law Offices of Ernouf & Coffey, P.C.
Attorneys for Defendant Sobocienski

By: 
W. Sherman Ernouf
Alaska Bar No. 9806026

**LAW OFFICES OF
ERNOUF & COFFEY**
A Professional
Corporation

8646 Haines Circle
Suite 110
Anchorage, Alaska 99503

Phone: (907) 274-8886
Fax: (907) 274-1286

Certificate of Service:
I hereby certify that on July 31, 2009,
I mailed a copy of the foregoing to:

Timothy R. Byrnes, Esq.
Hughes, Pliffler, Gorski, Seedorf & Odsen, LLC
3900 C Street
Suite 1001
Anchorage, Alaska 99503


W. Sherman Ernouf

Answer to Complaint for Specific Performance
Name Commercial Company vs. Stanley Sobocienski

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
SECOND JUDICIAL DISTRICT AT NOME**

NOME COMMERCIAL COMPANY,
an Alaska Corporation

Plaintiff,

vs.

STANLEY SOBOCIENSKI

Defendant.

Case No. 2NO-09-159 CI

DEMAND FOR JURY TRIAL

COMES NOW, the Defendant, Stanley Sobocienski, by and through the Law Offices of Ernouf & Coffey, PC, and hereby demands a trial by jury in the above-captioned matter.

DATED at Anchorage, Alaska this 31st day of July 2009.

Law Offices of Ernouf & Coffey, P.C.
Attorneys for Defendant Sobocienski

By: 

W. Sherman Ernouf
Alaska Bar No. 9806026

**LAW OFFICES OF
ERNOUF & COFFEY**
A Professional
Corporation

2806 E. Hemlock Circle
Suite 110
Anchorage, Alaska 99508

Phone: (907) 274-3288
Fax: (907) 274-4288

Certificate of Service:
I hereby certify that on July 31st, 2009,
I mailed a copy of the foregoing to:

Timothy R. Byrnes, Esq.
Hughes, Pfiffner, Gorski, Seedorf & Odsen, LLC
3900 C Street
Suite 1001
Anchorage, Alaska 99503


W. Sherman Ernouf

Entry of Appearance
Nome Commercial Company vs. Stanley Sobocienski

1

2NO-09-00159CI

Case Type: Civil Superior Ct (2NO)

Case Status: Closed

File Date: 06/17/2009

Case Judge: Esch, Ben J

Next Event:

All Information

Party Information

Nome Commercial Company - Plaintiff

DOB

Alias

Attorney/Bar Code

Phone Number

[More Party Information](#)

Sobocienski, Stanley - Defendant

DOB

Alias

Attorney/Bar Code

Phone Number

[More Party Information](#)

Events

Date/Time	Location	Type	Result	Event Judge
08/31/2009 08:30 AM	Nome Courthouse	Pre-Trial Scheduling Conference	Hearing Continued	Esch, Ben J
09/01/2009 08:30 AM	Nome Courthouse	Pre-Trial Scheduling Conference	Hearing Held	Esch, Ben J
05/21/2010 03:30 PM	Nome Courthouse	Pre-Trial Conference	Hearing Vacated	Esch, Ben J
06/01/2010 09:00 AM	Nome Courthouse	Jury Trial	Hearing Vacated	Esch, Ben J
06/02/2010 08:30 AM	Nome Courthouse	Jury Trial	Hearing Vacated	Esch, Ben J
06/03/2010 08:30 AM	Nome Courthouse	Jury Trial	Hearing Vacated	Esch, Ben J
06/04/2010 08:30 AM	Nome Courthouse	Jury Trial	Hearing Vacated	Esch, Ben J
06/07/2010 08:30 AM	Nome Courthouse	Jury Trial	Hearing Vacated	Esch, Ben J

Docket Information

Date	Docket Text	Amount
06/17/2009	Initial Judicial Assignment: Honorable Ben Esch	
06/17/2009	Complaint Re Real Estate Matter Receipt: 455167 Date: 06/17/2009	\$0.00
06/17/2009	Summons and Notice to Both Parties of Judicial Assignment	
06/17/2009	Case Flagged for Civil Rule 4(j) Tracking (2NO) Stanley Sobocienski (Defendant);	
07/09/2009	Motion for Extension of Time to File Answer Attorney: Pro per (0100001) Stanley Sobocienski (Defendant); Case Motion #1	
07/16/2009	Non-Opposition to Motion for Extension of Time Case Motion #1: Standard Motion	
07/16/2009	Order: Granting Extension of Time to File Answer. The due date for Defendant's Answer is extended to 7/24/09. Case Motion #1: Standard Motion	
07/24/2009	Attorney Information Attorney Ernouf, W Sherman representing Defendant Sobocienski, Stanley as of 07/24/2009	
07/31/2009	Answer and Counterclaim Stanley Sobocienski (Defendant);	
07/31/2009	Demand Jury Trial Stanley Sobocienski (Defendant);	
08/03/2009	Notice of Pretrial Scheduling Conference	
08/03/2009		

Exhibit D

Page 1 of 4

Date	Docket Text	Amount
	Hearing Set: Event: Pre-Trial Scheduling Conference Date: 08/31/2009 Time: 8:30 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Continued	
08/05/2009	Motion for Telephonic Participation Attorney: Ernout, W Sherman (9806026) Stanley Sobocienski (Defendant); Case Motion #2	
08/24/2009	Notice of Intent To Appear Telephonically Nome Commercial Company (Plaintiff);	
08/27/2009	Hearing Result: Hearing Continued The following event: Pre-Trial Scheduling Conference scheduled for 08/31/2009 at 8:30 am has been resulted as follows: Result: Hearing Continued Judge: Esch, Ben J Location: Nome Courthouse	
08/27/2009	Hearing Set: The following event: Pre-Trial Scheduling Conference scheduled for 08/31/2009 at 8:30 am has been rescheduled as follows: Event: Pre-Trial Scheduling Conference Date: 09/01/2009 Time: 8:30 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Held	
09/01/2009	Hearing Result: Hearing Held The following event: Pre-Trial Scheduling Conference scheduled for 09/01/2009 at 8:30 am has been resulted as follows: Result: Hearing Held Judge: Esch, Ben J Location: Nome Courthouse	
09/01/2009	Motion Deemed Moot Sobocienski, Stanley Case Motion #2 Motion for Telephonic Participation	
09/01/2009	Trial Set Event: Jury Trial Date: 06/01/2010 Time: 9:00 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Vacated	
09/01/2009	Trial Set Event: Jury Trial Date: 06/02/2010 Time: 8:30 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Vacated	
09/01/2009	Trial Set Event: Jury Trial Date: 06/03/2010 Time: 8:30 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Vacated	
09/01/2009	Trial Set Event: Jury Trial Date: 06/04/2010 Time: 8:30 am Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Vacated	
09/01/2009	Hearing Set: Event: Pre-Trial Conference Date: 06/21/2010 Time: 3:30 pm Judge: Esch, Ben J Location: Nome Courthouse Result: Hearing Vacated	
09/01/2009	Pre-Trial Order	
09/01/2009		

Exhibit D

Page 2 of 4

Date	Docket Text	Amount
	<p>Trial Set</p> <p>Event: Jury Trial</p> <p>Date: 06/07/2010 Time: 8:30 am</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p> <p>Result: Hearing Vacated</p>	
10/06/2009	Preliminary Witness List Nome Commercial Company (Plaintiff);	
10/14/2009	Preliminary Witness List Stanley Sobocienski (Defendant);	
02/16/2010	Notice of Pending Settlement And Request To Remove Case From Trial Calendar	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Jury Trial scheduled for 06/07/2010 at 8:30 am has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Pre-Trial Conference scheduled for 05/21/2010 at 3:30 pm has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Jury Trial scheduled for 06/01/2010 at 9:00 am has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Jury Trial scheduled for 06/02/2010 at 8:30 am has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Jury Trial scheduled for 06/03/2010 at 8:30 am has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
02/16/2010	<p>Hearing Result: Hearing Vacated</p> <p>The following event: Jury Trial scheduled for 06/04/2010 at 8:30 am has been resulted as follows:</p> <p>Result: Hearing Vacated</p> <p>Judge: Esch, Ben J Location: Nome Courthouse</p>	
08/18/2010	<p>Civil Deficiency Memo mailed re:</p> <p>Civil Deficiency Memo</p> <p>Sent on: 08/18/2010 11:36:59</p>	
08/25/2010	<p>Motion to Withdraw as Counsel for the Defendant</p> <p>Attorney: Emouf, W Sherman (9806026)</p> <p>Stanley Sobocienski (Defendant);</p> <p>Filing Party: Sobocienski, Stanley</p> <p>Case Motion #3</p>	
09/07/2010	<p>Order Granting Motion</p> <p>Sobocienski, Stanley</p> <p>Case Motion #3</p> <p>Motion to Withdraw as Counsel for the Defendant</p>	
09/07/2010	<p>Attorney Information</p> <p>Attorney Emouf, W Sherman dismissed/withdrawn for Defendant Sobocienski, Stanley on 09/07/2010</p>	
09/17/2010	Notice to Attach a Charging Lien	
10/04/2010	Release Of Charging Lien	
10/19/2010	<p>Stipulation For Dismissal Without Prejudice</p> <p>Attorney: Byrnes, Timothy R (7710103)</p> <p>Attorney: Pro per (0100001)</p> <p>Stanley Sobocienski (Defendant);</p> <p>Filing Party: Nome Commercial Company; Sobocienski, Stanley</p> <p>Case Motion #4</p>	
10/19/2010	<p>Order Granting Motion</p> <p>Nome Commercial Company</p>	

Date	Docket Text	Amount		
	Case Motion #4 Stipulation For Dismissal Without Prejudic			
10/19/2010	Dismissed by Stipulation or Unopposed Motion			
10/19/2010	Motion Deemed Moot None Commercial Company Case Motion #4 Stipulation For Dismissal Without Prejudic			
Financial Summary				
Cost Type	Amount Owed	Amount Paid	Amount Adjusted	Amount Outstanding
Filing Fee	\$150.00	\$150.00	\$0.00	\$0.00
	\$150.00	\$150.00	\$0.00	\$0.00
Case Disposition				
Disposition	Date		Case Judge	
Stipulated or Unopposed Dismissal	10/19/2010		Each, Ben J	

AMENDMENT TO AGREEMENT TO CONVEY PACKAGE STORE LICENSE

Stanley Sobocienski (hereinafter "Seller") and Nome Commercial Company (hereinafter "Buyer") agree to amend the Agreement to Convey Package Store License signed by the parties in February 2009, with the following changes:

1. Price. The purchase price shall be reduced from \$125,000 to \$115,000.
2. Sale of Alcoholic Beverages. The parties delete paragraph 11 of the Agreement, and provide the following as a substitute to paragraph 11:

Buyer offers to sell alcoholic beverages to Seller, solely for sale in the Bering Sea Saloon, on the following terms. All such sales shall be absolute and nonrefundable, and without warranty as to the quality or merchantability of the product, including staleness of beer. All sales shall be for full cases only, although Seller may purchase any quantities of less than a case, at Nome Commercial Company retail price.

- A. Promotional Items. Buyer currently operates a Package Store (Nome Liquor Store), and stores inventory at a warehouse in Nome. Subject to terms of this Agreement, Seller may continue to purchase promotional items from Nome Commercial Company on the same terms that Seller has previously done so over the preceding two-year period. "Promotional" items mean certain alcoholic beverages discounted by Buyer in the ordinary course of business of operating Nome Liquor Store, as follows: items identified as "on sale," "marked down," "in-store special," "discount price," or with similar words, as advertised in the store or on ads posted in the window of Nome Liquor Store or elsewhere, shall be considered "promotional" items. Seller may purchase such items from Nome Commercial Company at the promotional price, without regard to quantity, to the extent and as long as Nome Commercial Company continues to promote such items as "sale" items. Such quantities shall be limited to stock on hand, either in the Nome Liquor Store or at the Nome Liquor Store warehouse.
- B. Non-Promotional Items. Seller may purchase alcoholic beverages from Nome Commercial Company for sale at Nome Liquor Store or stocked in its warehouse at the regular retail price, subject to availability.
- C. Air Freight Items. If the price to Seller will be less than in paragraphs A or B above, Seller may purchase items air freighted to Nome on the following terms. Seller may order alcoholic beverages

from Nome Commercial Company which are not "promotional" items or were not barged to Nome, to the extent Nome Commercial Company has such product available in the Nome Liquor Store or its warehouse. The price for such items shall be the landed cost plus 10%, computed as follows:

- (1) The price for such item as listed in the monthly Beverage Analyst pricelist published by the Alaska CHARR, for the most current issue as of the date the order is placed, and
- (2) Nome Commercial Company's air freight cost, to be the actual cost including all air carrier shipping charges, any fuel surcharges, airline or third-party charges for delivery to or from an airport, any pallet charges or minimum weight charges (known as cube weight charges), airport taxes, warfage charges if applicable, and an additional amount for any federal excise tax, City of Nome sales tax, and other similar tax, currently totaling approximately 6.25% of the freight cost, and
- (3) 10% as a markup to Seller on the above total of listed price plus freight charges in subparagraphs (1) and (2) above.

D. Special Orders. For alcoholic beverages ordered by Seller which Nome Commercial Company does not have on hand at Nome Liquor Store or in its warehouse, Nome Commercial Company may (on request of Seller) order such product by air freight. Nome Commercial Company may require advance payment of such amount, up to the total estimated price to Seller, computed in the same manner as for the air freight items in paragraph C above. Nome Commercial Company does not warrant availability, quality, or shipment date of any product to be ordered.

E. Sales Tax. Any sales to Seller shall include the City of Nome sales tax, to the extent of applicable law.

F. Procedure for Orders. Except for any product on hand at Nome Liquor Store which Nome Commercial Company agrees to make available without advance notice, Seller shall order product by submitting to Buyer an Inventory Request in the form attached hereto as Exhibit A. Buyer shall not be obligated to sell any product to Seller under this Agreement by oral request or other means, or by an untimely submission of the Inventory Request Form.

Seller shall provide the completed form to Buyer at the Nome Liquor Store at 303 Front Street in Nome, by hand-delivery to the Nome Liquor Store manager. The form must be submitted at least 48 hours in advance of Nome Liquor Store's scheduled warehouse pull. The parties acknowledge that Nome Commercial Company pulls product from its warehouse on a regular schedule, currently Mondays, Wednesdays, and Thursdays at 11:00 a.m. Nome Commercial Company reserves the right to adjust that schedule on at least 7 days written notice to Seller, for example to reduce its pulls to Tuesdays and Thursdays or such other schedule as it determines convenient, during winter months or for other business reasons.

For Inventory Request Forms timely submitted, for which Nome Commercial Company has product and will deliver pursuant to this Agreement, Nome Commercial Company will deliver the product to Nome Liquor Store, at approximately 1:00 p.m. or such other time that day as Nome Commercial Company delivers product from its warehouse to Nome Liquor Store. Upon delivery it is available for pickup by Seller for the Hering Sea Saloon.

- G. Payment terms. Nome Commercial Company shall provide to Seller, at or before delivery, information as to the price. Seller shall tender full payment upon receipt of the product, as a condition of its rights to delivery, by check payable to Nome Commercial Company. If any check does not clear, Nome Commercial Company reserves the right to require payment in cash for all future deliveries, for a period of up to six months, and in the event of any subsequent check being dishonored, for a further period of six months.

- II. Rent. The above sale terms shall apply for a period of two years from the date of transfer of package store license 1248 to Nome Commercial Company, unless the parties both consent in writing otherwise. At the end of the two-year term, the above sale terms shall continue indefinitely until terminated. Either party may terminate or suspend the above sale terms within the initial two years for cause, which includes but is not limited to breach of any term in the lease for premises at 311 Front Street, more than two NSF checks by Seller to Nome Commercial Company, or breach of any agreement between the parties. Either party may terminate the above sale provisions, with or without cause, at any time after the initial two-year term, by delivery of written notice to the other party.

JAN.22.2008 11:12

01384 P.007 /000

Upon termination of the above sales terms, unless such termination is by Nome Commercial Company for cause, Nome Commercial Company shall commence paying rent for its leased premises at 311 Front Street at the Wallace Liquor Store, commencing on the first of the following month and continuing for the lease term, at \$200 per month, which shall be deemed to be the fair market rent.

3. Right of First Refusal. Nome Commercial Company agrees not to sell package store license 1248, for Wallace Liquor Store, without offering Seller a right to acquire the license on the same terms. Nome Commercial Company shall notify Seller in writing of any proposed contract of sale, and Seller shall have thirty days within which to agree in writing to purchase the license on the same terms as that of the offer to Nome Commercial Company, and to assume all obligations of the offeror. If Seller fails for any reason to complete the purchase on the same terms as the offer, it shall have no further rights to the license, and Nome Commercial Company may sell the license without offering any right of first refusal to Seller.

4. Assignability. This Agreement binds the parties, and their heirs, successors, and assignees. Either party may assign its rights under this Agreement upon notice to the other party, except that Seller may assign its rights only to a successor owner of Bering Sea Saloon.

5. Non-exclusivity. Nome Commercial Company reserves the right to sell promotional items, or any other product, to any other parties, including any competitors of Seller. Nome Commercial Company may decline to accept any order on the Inventory Request Form due to unavailability of product, prior commitment to others, or for other good faith reasons.

6. Alaska law. If any provision of this Agreement is held to be unenforceable, or in violation of any Alaska Alcoholic Beverage Control Board statutes or regulations, or any state, federal, or municipal laws or ordinances, the Agreement shall be reformed to the extent necessary to comply with all such laws.

7. Prior Agreement. Except as specifically set forth in this Agreement, the parties ratify and re-affirm their Agreement to Convey Package Store License signed in February 2009, including all exhibits. The parties shall sign all appropriate documents and cooperate with each other to complete transfer of that license, at the next scheduled ABC Board meeting. Seller agrees to arrange and pay for any additional advertisements to complete the transfer on the above terms, and to provide any additional notices to the ABC Board to accomplish the transfer. Seller agrees to provide written notice to the ABC Board rescinding his letter of April 16, 2009, and confirming the transfer should proceed on the terms of the application for transfer dated February 2009.

Amendment to Agreement to Convey Package Store License - 4
4083-8/284717 v2

Exhibit E
Page 4 of 6

JAN.22.2008 11:12

01384 P.006 /009

8. Alternative dispute resolution. If any disagreement arises concerning interpretation or enforcement of this Agreement, or of any matter relating to any disputes between the parties, they agree to attempt resolution by mediation. The parties shall share the cost of a mediator. If the mediation is unsuccessful, the parties agree to arbitrate their dispute, before a single arbitrator, applying the Commercial Arbitration Rules of the American Arbitration Association then in effect. The mediation and arbitration shall be held in Anchorage, Alaska, or at such other place as the parties agree. The arbitrator shall have the ability to award all equitable relief including specific performance. The arbitrator shall award all reasonably incurred costs and attorney's fees to the prevailing party, and against the losing party.

9. Pending litigation. The parties agree to dismiss the current lawsuit between them, in case no. 2NQ-09-159 Civil, entitled Nome Commercial Company vs. Stanley Sobocienski, and release any claims between them. The parties shall request their attorneys to sign a Stipulation for Dismissal in the form attached hereto as Exhibit B, upon transfer of the above package store license and payment of the purchase price by Buyer to Seller. The parties also shall then execute releases in the forms attached hereto as Exhibits C and D.

10. Legal effect. The parties agree that this agreement is supported by consideration, and is a negotiated compromise, and that either party is entitled to specific performance in the event the other party fails to abide by its obligations under this Agreement.

SPLITER

Dated: 1-30-2010 By: Stanley Z. Sobocienski
Stanley Sobocienski

BUYER:
NOME COMMERCIAL COMPANY

Dated: _____ By: _____
Wayne Brown
Its: President

Amendment to Agreement to Convey Package Store License - 5
4985-8/284717 v2

meeting. Seller agrees to arrange and pay for any additional advertisements to complete the transfer on the above terms, and to provide any additional notices to the ABC Board to accomplish the transfer. Seller agrees to provide written notice to the ABC Board rescinding his letter of April 16, 2009, and confirming the transfer should proceed on the terms of the application for transfer dated February 2009.

8. Alternative dispute resolution. If any disagreement arises concerning interpretation or enforcement of this Agreement, or of any matter relating to any disputes between the parties, they agree to attempt resolution by mediation. The parties shall share the cost of a mediator. If the mediation is unsuccessful, the parties agree to arbitrate their dispute, before a single arbitrator, applying the Commercial Arbitration Rules of the American Arbitration Association then in effect. The mediation and arbitration shall be held in Anchorage, Alaska, or at such other place as the parties agree. The arbitrator shall have the ability to award all equitable relief including specific performance. The arbitrator shall award all reasonably incurred costs and attorney's fees to the prevailing party, and against the losing party.

9. Pending litigation. The parties agree to dismiss the current lawsuit between them, in case no. 2NO-09-159 Civil, entitled Nome Commercial Company vs. Stanley Sobocienski, and release any claims between them. The parties shall request their attorneys to sign a Stipulation for Dismissal in the form attached hereto as Exhibit B, upon transfer of the above package store license and payment of the purchase price by Buyer to Seller. The parties also shall then execute releases in the forms attached hereto as Exhibits C and D.

10. Legal effect. The parties agree that this agreement is supported by consideration, and is a negotiated compromise, and that either party is entitled to specific performance in the event the other party fails to abide by its obligations under this Agreement.

SELLER

Dated: _____ By: _____
Stanley Sobocienski

BUYER:
NOME COMMERCIAL COMPANY

Dated: Jan 21, 2010 By: Wayne Brown
Wayne Brown
Its: President

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

SECOND JUDICIAL DISTRICT AT NOME

NOME COMMERCIAL COMPANY, an
Alaska Corporation,

Plaintiff,

vs.

STANLEY SOBOCIENSKI,

Defendant.

Case No. 2NO-09-159 Civil

STIPULATION FOR DISMISSAL WITHOUT PREJUDICE

The undersigned parties hereby jointly notify the court of completion of all remaining matters in their settlement, and stipulate to dismissal of the above lawsuit. The dismissal is without prejudice, and with the parties agreeing to abide by terms of the settlement agreement between them, and with each side to bear its own costs and attorneys fees.

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
Attorneys for Plaintiff
Nome Commercial Company

Dated:

10/7/10

By:

Timothy By

Timothy R. Byrnes
ABA No. 7710103

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW
3900 C STREET
SUITE 1001
ANCHORAGE, AL 99508
(907) 274-7922
(907) 263-8520 F.T.

STANLEY SOBOCIENSKI
Defendant, Pro Per

Dated: 6-10-10 By: Stanley Sobocienski
Stanley Sobocienski

HUGHES CORSE SMITH
JOHN & TERRY, LLC
ATTORNEYS AT LAW
3900 C STREET
SUITE 1001
NASHVILLE, TN 37204-9908
(615) 276-9522
(615) 252-8528 FAX

STIPULATION FOR DISMISSAL WITHOUT PREJUDICE - Page 2 of 2
None Commercial Company v. Stanley Sobocienski : Case No. 2NO-09-159 Civil
4985-8/292987

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

SECOND JUDICIAL DISTRICT AT NOME

NOME COMMERCIAL COMPANY, an
Alaska Corporation,

Plaintiff,

vs.

STANLEY SOBOCIENSKI,

Defendant.

☐ HD ☒ OTHER
RECEIVED

OCT 21 2010

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC

Case No. 2NO-09-159 Civil

JUDGMENT OF DISMISSAL

On Stipulation of the parties, it is hereby ORDERED that this case is hereby dismissed, pursuant to a settlement between the parties. The dismissal is without prejudice, and each party shall bear its own costs and attorney's fees.

Dated: 10/14/10

By: *Ben J. Esch*

Ben J. Esch
Superior Court Judge

The undersigned consent to form
and entry of the above dismissal.

Tim Byrnes

Timothy R. Byrnes,
Attorney for Plaintiff



HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW
3900 C STREET
SUITE 1101
ANCHORAGE, ALASKA 99503
(907) 274-7522
(907) 263-8320 FAX

Stanley Sobocienski

Stanley Sobocienski,
defendant, pro per

I certify that on 10/19/10
a copy of the foregoing was mailed/given to:

- Byrnes
- Sobocienski
Clerk: *Sting*

JUDGMENT OF DISMISSAL- Page 1 of 1

Nome Commercial Company v. Stanley Sobocienski / Case No. 2NO-09-159 Civil
4985-8/292988

**SECOND AMENDMENT TO AGREEMENT
TO CONVEY PACKAGE STORE LICENSE**

Stanley Sobocienski and Nome Commercial Company hereby amend the Agreement to Convey Package Store License signed in February 2009, as amended on or about January 2010, as follows:

1. The purchase price shall be reduced from \$115,000 to \$ 110,000 *fwy*
2. Of the purchase price, Nome Commercial Company shall pay \$34,225.45 to Nome Joint Utility System, of P.O. Box 870, Nome, Alaska 99762, to be applied to the debt it has asserted against Stan Sobocienski for the Wallace Liquor Store premises. The balance of the purchase price shall be paid by check to Stan Sobocienski upon Nome Commercial Company's verification of transfer of the Wallace Liquor Store License, Package Store License No. 1248, and satisfaction of any conditions imposed by the Alaska Alcoholic Beverage Control Board
3. Stan Sobocienski shall not have any future rights to order or purchase alcoholic beverages or other products from Nome Commercial Company.
4. Stan Sobocienski waives his right of first refusal regarding the Wallace Liquor Store License.
5. Stan Sobocienski having sold the premises in which Nome Commercial Company was going to operate the Wallace Liquor Store, the provisions for a lease of that premises are hereby deleted.
6. Stanley Sobocienski verifies and affirms that he has operated Wallace Liquor Store for more than the time periods in 2009 required by the Alaska ABC Board (30 days of operations, of 8 hours per day), and will provide evidence, testimony, and documentation of that upon request.
7. This Agreement supersedes and amends the prior agreements between the parties and is intended as a full and complete settlement of all disputes. The parties, through counsel, shall sign and file any appropriate stipulations for dismissal of the pending lawsuit between the parties.

NOME COMMERCIAL COMPANY

Dated: 8/4/2010 By: Wayne Brown
Its: Wayne Brown
President

Dated: _____ By: _____
Stanley Sobocienski

ERRATA TO EXHIBIT H TO
AFFIDAVIT OF S. WAYNE BROWN

STATE OF ARIZONA

MARICOPA COUNTY

ss.

Attached hereto is an Errata to Exhibit H to the Affidavit of Wayne Brown dated September 20, 2013, which contains the counterpart Second Amendment to Agreement to Convey Package Store License documents signed by Nome Commercial Company on August 4, 2010 and Mr. Stanley Sobocienski on October 6, 2010.

DATED this 24th day of September, 2013


HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC

By: 

Frederick J. Odsen

I hereby certify that a true and correct copy of the foregoing (with exhibits) was mailed this 24th day of September, 2013 to:

Columbus Sobocienski
P.O. Box 242594
Anchorage, AK 99524



**SECOND AMENDMENT TO AGREEMENT
TO CONVEY PACKAGE STORE LICENSE**

Stanley Sobocienski and Nome Commercial Company hereby amend the Agreement to Convey Package Store License signed in February 2009, as amended on or about January 2010, as follows:

1. The purchase price shall be reduced from \$115,000 to \$110,000*.
2. Of the purchase price, Nome Commercial Company shall pay \$34,225.45 to Nome Joint Utility System, of P.O. Box 870, Nome, Alaska 99762, to be applied to the debt it has asserted against Stan Sobocienski for the Wallace Liquor Store premises. The balance of the purchase price shall be paid by check to Stan Sobocienski upon Nome Commercial Company's verification of transfer of the Wallace Liquor Store License, Package Store License No. 1248, and satisfaction of any conditions imposed by the Alaska Alcoholic Beverage Control Board.

* less \$10,985 paid to Sherman Ernouf, and \$34,225.45 to Nome Joint Utility Systems, for a net payment of \$64,789.55.
3. Stan Sobocienski shall not have any future rights to order or purchase alcoholic beverages or other products from Nome Commercial Company.
4. Stan Sobocienski waives his right of first refusal regarding the Wallace Liquor Store License.
5. Stan Sobocienski having sold the premises in which Nome Commercial Company was going to operate the Wallace Liquor Store, the provisions for a lease of that premises are hereby deleted.
6. Stanley Sobocienski verifies and affirms that he has operated Wallace Liquor Store for more than the time periods in 2009 required by the Alaska ABC Board (30 days of operations, of 8 hours per day), and will provide evidence, testimony, and documentation of that upon request.
7. This Agreement supersedes and amends the prior agreements between the parties and is intended as a full and complete settlement of all disputes. The parties, through counsel, shall sign and file any appropriate stipulations for dismissal of the pending lawsuit between the parties.

NOME COMMERCIAL COMPANY

Dated: _____	By: _____
	Its: Wayne Brown President
Dated: <u>10/4/10</u>	By: <u>Stanley Sobocienski</u> Stanley Sobocienski

**AGREEMENT FOR PAYMENT OF DEBT FROM PROCEEDS
OF LIQUOR LICENSE TRANSFER**

THIS AGREEMENT, is made between the undersigned DEBTOR/LICENSEE, Stanley Sobocienski, of P.O. Box 56, Nome, Alaska 99762, and the undersigned LICENSEE APPLICANT, Nome Commercial Company, of P.O. Box 1309, Nome, Alaska 99762, and the undersigned CREDITOR, Nome Joint Utility System, of P.O. Box 70, Nome, Alaska 99762, to assure the parties that a debt in the principal amount of \$34,225.45 owing to CREDITOR will be paid in full from the proceeds of the transfer of liquor license from DEBTOR/LICENSEE to LICENSEE APPLICANT.

Section 1. LICENSE is State of Alaska Alcoholic Beverage Control Board issued Package Store License numbered 1248, doing business as Wallace Liquor Store at 311 Front Street, Nome, AK 99762.

Section 2. DEBTOR/LICENSEE holds the LICENSE referenced in Section 1. DEBTOR/LICENSEE owes the CREDITOR \$34,225.45 for utility services rendered. DEBTOR/LICENSEE has agreed to transfer his interest in LICENSE to LICENSEE APPLICANT in exchange for a sum of money.

Section 3. LICENSEE APPLICANT desires to take possession of LICENSE from DEBTOR/LICENSEE in exchange for a sum of money. LICENSEE APPLICANT has agreed to purchase DEBTOR/LICENSEE's interest in the LICENSE under a separate written agreement. LICENSEE APPLICANT desires that CREDITOR not lien, encumber, or object to transfer of LICENSE.

Section 4. CREDITOR is a utility service provider and a division of the City of Nome, a municipal corporation located within the State of Alaska. CREDITOR is owed a principal amount of \$34,225.45 as of February 10, 2010, from DEBTOR/LICENSEE for utility services rendered. CREDITOR is entitled to receive payment for the debt from the proceeds of the transfer of LICENSE from the transaction referenced above in Sections 2 and 3.

IN CONSIDERATION of the promises set forth below and to effectuate the desires of the parties, the parties agree:

Section 5. DEBTOR/LICENSEE will execute promptly and deliver to CREDITOR a Promissory Note and Confession of Judgment in the principal amount of \$34,225.45. The Confession of Judgment is to secure the payment of the Promissory Note to CREDITOR in the event that DEBTOR/LICENSEE and LICENSEE APPLICANT fail to perform their promises set forth in Sections 6 and 7. below.

Section 6. DEBTOR/LICENSEE agrees that the Promissory Note will be paid from the cash proceeds of the transfer of LICENSE in a single lump sum payment. DEBTOR/LICENSEE agrees to do everything necessary to effectuate this payment of proceeds from the transfer.

Section 7. LICENSEE APPLICANT agrees that it will sign any documents necessary to direct payment of the sum of \$34,225.45 in a single lump sum payment to CREDITOR from the cash proceeds of the transfer of LICENSE at Closing of said transfer.

Section 8. In exchange for the performance of the acts promised above, CREDITOR agrees that, upon receipt of \$34,225.45 in cash in a single lump sum payment from the closing of the transfer of LICENSE from DEBTOR/LICENSEE to LICENSEE APPLICANT, it will:

- (a) mark the Promissory Note paid and deliver it to DEBTOR/LICENSEE, with a copy to LICENSEE APPLICANT, in extinguishment of the utility debt;
- (b) file a Satisfaction of Judgment on the Confession of Judgment as required by Alaska law; and
- (c) inform the City of Nome that DEBTOR/LICENSEE's utility debt has been paid.

Section 9. In case any one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction; and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Section 10. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Alaska. The parties hereby irrevocably submit to the exclusive jurisdiction of the Alaska Superior Court, Second Judicial District in Nome, Alaska, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement.

Section 11. This Agreement inures to the benefit of CREDITOR and its successors and assigns, and shall bind the successors and assigns of DEBTOR/LICENSEE and LICENSEE APPLICANT. DEBTOR/LICENSEE or LICENSEE APPLICANT may not assign their rights and obligations hereunder without the prior written consent of CREDITOR, which consent shall not be unreasonably withheld.

Section 12. This Agreement may be signed in counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute the same instrument.

DEBTOR/LICENSEE

DATE: 3/8/10

Stanley L. Sobociński
STANLEY SOBOCIENSKI
P.O. Box 56
Nome, Alaska 99762

LICENSEE APPLICANT

DATE: 4/27/10

NOME COMMERCIAL COMPANY

By: Wayne Brown
Wayne Brown
Its: President

CREDITOR

DATE: 3/8/10

CITY OF NOME d/b/a NOME JOINT UTILITY
SYSTEMS

By: John Handeland
John Handeland
Its: General Manager

STATE OF ALASKA)
)ss.
SECOND JUDICIAL DISTRICT)

On this 8th day of March, 2010, the persons identified above, John Handeland, signed before me, a Notary Public, his signature when he personally appeared to declare the above voluntary act and deed on behalf of the City of Nome d/b/a Nome Joint Utility Systems.



Lynn H. Ford
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 02/01/13

STATE OF ALASKA)
)ss.
SECOND JUDICIAL DISTRICT)

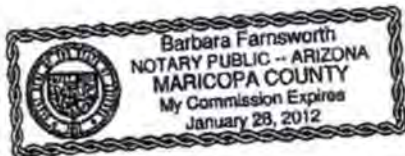
On this 8th day of March, 2010, Stanley Sobocienski, signed before me, a Notary Public, his signature when he personally appeared to declare the above voluntary act and deed.



Edna R. Baker
NOTARY PUBLIC FOR ALASKA
My Commission Expires: w/position

STATE OF ARIZONA)
)ss.
Maricopa COUNTY)

On this 27th day of April, 2010, the persons identified above, Wayne Brown, signed before me, a Notary Public, his signature when he personally appeared to declare the above voluntary act and deed on behalf of the Nome Commercial Company.



Barbara Farnsworth
NOTARY PUBLIC FOR ARIZONA
My Commission Expires: January 28 2012

AGREEMENT FOR LIQUOR LICENSEE TRANSFER, PAYMENT OF DEBT, AND RELEASE OF INDEBTEDNESS

Page 4 of 4



State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
Corporations Section
PO Box 110808
Juneau, AK 99811-0808

AK Entity #: 125877
Date Filed: 03/21/2011 11:56 AM
State of Alaska
Department of Commerce

**Business Corporation
Online 2011 Biennial Report**
For the period ending December 31, 2010

Alaska Entity # 125877

Entity Mailing Address

T & C, Inc.	PO Box 242594 Anchorage, AK 99524
-------------	--------------------------------------

Name and Mailing Address of Registered Agent:

Physical Address of Agent if mailing Address is a PO Box or Mail Stop

Sobocienski, Columbus 309 Front St Nome, AK 99762	
---	--

☐ Check this box if there are no changes to the entity information listed below:

Title	Name	Mailing Address	City, State, Zip	<input checked="" type="checkbox"/> if Director	% Shares Held	<input checked="" type="checkbox"/> if alien affiliate
President	Trudy Sobocienski	309 Front St	Nome AK 99762	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Vice President				<input type="checkbox"/>		<input type="checkbox"/>
Secretary	Trudy Sobocienski	309 Front St	Nome AK 99762	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Treasurer	Trudy Sobocienski	309 Front St	Nome AK 99762	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Director				<input type="checkbox"/>		<input type="checkbox"/>

Please note that this report may not be filed for the record if the required information is not provided. All corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Enter any changes to the officer/director information listed above:

Title	Name	Mailing Address	City, State, Zip	<input checked="" type="checkbox"/> if Director	% Shares Held	<input checked="" type="checkbox"/> if alien affiliate
President	Trudy Sobocienski	PO Box 242594	Anchorage AK 99524	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Vice President				<input type="checkbox"/>		<input type="checkbox"/>
Secretary	Trudy Sobocienski	PO Box 242594	Anchorage AK 99524	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Treasurer	Trudy Sobocienski	PO Box 242594	Anchorage AK 99524	<input checked="" type="checkbox"/>	100	<input type="checkbox"/>
Director				<input type="checkbox"/>		<input type="checkbox"/>

If necessary, attach a list of additional officers, directors, shareholders, and alien affiliates on a separate 8 1/2 X 11 sheet of paper.

This report is public information. Please do not list confidential information such as date of birth or Social Security Numbers.

Note: The registered agent information, name of the entity and the information in the boxes below cannot be changed using this form. You can request the necessary form to change the information by calling (907) 463-2330 or visit our website at <http://www.corporations.alaska.gov>

State of Domicile	Alaska					
Total Number of Authorized Shares	100000	Class:	Common	Series:		
Description of Business Activities in Alaska	own & operated a bar and restaurant			NAICS Code	722410	

03/21/2011

Trudy Sobocienski

President

Date

Signature

Title

This report is due on January 2nd and must be received with the applicable fees in U.S. funds.

Domestic Entity - \$100.00 If postmarked after February 1, 2011 - \$137.50	Foreign Entity (State of Domicile not Alaska) - \$200.00 If postmarked after February 1, 2011 - \$247.50
---	---

AFFIDAVIT OF OPERATION OF LIQUOR LICENSE

STATE OF ALASKA

ss.

THIRD JUDICIAL DISTRICT

I, Stanley Sobocienski, being duly sworn, hereby state as follows:

1. I was the licensee of the Wallace Liquor Store, operating that business in Nome, Alaska, for many years, until the license was recently transferred to Nome Commercial Company.

2. As the licensee of the Wallace Liquor Store License, under Package Store License No. 1248, I have personal knowledge of the extent of its usage. As licensee I operated Wallace Liquor Store for 34 days in October and November of 2009. It was operated during those days for the required length under the ABC Board Rules, of 8 hours per day.

3. I am providing this Affidavit in order to verify these facts for Nome Commercial Company as successor licensee, and for the Alaska Alcoholic Beverage Control Board, if it requests evidence or verification from me as to usage in 2009.

4. I am aware of the operational requirements of an Alaska Package Store License, and was aware of those requirements in 2009. As licensee, I verify and affirm based on my personal knowledge, that the Wallace Liquor Store License was operated in its licensed premises at Nome in excess of thirty 8-hour days during 2009, so

HUGHES COURT REPORTERS
O'NEIL & TAYLOR, LLC
ATTORNEYS AT LAW
3900 C STREET
SUITE 1001
ANCHORAGE, AL 99503
(907) 274-7622
(907) 268-6320 FAX

as to meet ABC Board statutory requirements for continuation of the license without need for requesting a waiver.

DATED at Anchorage, Alaska this 7 day of October, 2010.

Stanley Sobocienski
Stanley Sobocienski

SUBSCRIBED AND SWORN to before me this 6th day of October, 2010.

Scarlett R. Hebbe
NOTARY PUBLIC in and for the State of Alaska
My Commission Expires: 3-7-2012

HUGHES GOSSEL SANCHEZ
OSSEN & THROCKMORTON, LLC
ATTORNEYS AT LAW
3900 C STREET
SUITE 1001
ANCHORAGE, ALASKA 99503
(907) 274-7522
(907) 263-8320 FAX

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MEMORANDUM

TO: Employment Security Division
Department of Revenue

lee.bulaong-cortez@alaska.gov
theresa.mitchell@alaska.gov
bill.thompson@alaska.gov

FROM: ABC Board

DATE: September 5, 2013

2400 Viking Drive
Anchorage, AK 99501
263-5900 – Phone
263-5930 – Fax

SUBJECT: Transfer of Ownership: Restaurant /Eating Place Liquor License 4459

WITHIN 30 DAYS please notify our office if there is a reason to object to requested transfer.

FROM:

DBA	Chiang Mai Ultimate Thai
LICENSEE(S)	Chiang Mai, Inc.
PREMISE LOCATION	3637 Old Seward Hwy.
MAILING ADDRESS	3637 Old Seward Hwy. Anchorage, AK 99503
EIN	80-0662842
PHONE	William B Lo 907-317-3263

TO:

DBA	Turnagain Arm BBQ Pit
LICENSEE(S)	Turnagain Arm BBQ Pit LLC
PREMISE LOCATION	3637 Old Seward Hwy.
MAILING ADDRESS	PO Box 1181 Girdwood, AK 995587
EIN	27-2277984
PHONE	John Goodsell 907-301-1870

REVIEWED/APPROVED: _____

PROTEST

Employment Security



DATE: _____

9/5/13

Dept. of Revenue



PHONE: _____

907 269-4834

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Municipality of Anchorage

P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 <http://www.muni.org/assembly/liccusc>

Office of the Municipal Clerk Licensing

September 11, 2013

Ms. Christine Lambert
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

RE: Anchorage Assembly Action on Liquor Licenses

Dear Ms. Lambert:

Liquor Licenses

The Anchorage Municipal Assembly at its regular meeting on **September 10, 2013** took the following final action:

APPROVED/NON-OBJECTION

Transfer of Ownership

- **Beverage Dispensary/Tourism**
-Hilton Garden Inn LL#4236

Transfer of Ownership

- **Beverage Dispensary/Tourism**
-Homewood Suites LL#4354

PROTESTED

Transfer of Ownership, DBA Name Change

- **Beverage Dispensary**
-Great Alaskan Bush Company LL#1839
-Pending approval from Health & Human Services Department

Transfer of Ownership

- **Beverage Dispensary/Tourism-Duplicate**
-Crowne Plaza Midtown Anchorage LL#4869
-Pending approval from Health & Human Services Department

New

- **Restaurant/Eating Place**
-Wild Chicken LL#5251
-Pending approval from Anchorage Fire and Planning Departments

Any prior conditions placed on any license are to continue until specifically removed or amended. If you require additional information or if I can be of any assistance please call me.

Cordially,

Anna Nowak
Deputy Licensing Clerk

Concur,

Barbara A. Jones
Municipal Clerk

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Consent Agenda October 2, 2013

- 2773 City Lighthouse Liquor Store:** Williams Incorporated; Ketchikan
3812 Tongass Avenue
Transfer – Package Store
From: U.S. Spirits, Inc. DBA Kaptain's Keg

All statutory requirements have been met. Ketchikan does not protest. Dept. of Labor & Revenue approve. Background investigations complete. Temporary has been issued.

- 5254 Era Aviation N880EA:** Era Aviation, Inc.
Alaskan Skies
New – Common Carrier

All statutory requirements have been met. Background investigations complete. Temporary has been issued.

- 4738 Knik Kountry Liquor:** Knik Kountry Liquor, Inc.; Mat-Su Borough
No Premises
Involuntary Retransfer – Beverage Dispensary
From: Big Su Lodge, Inc. DBA Big Su Lodge; 36535 S Parks Highway

All statutory requirements have been met. Mat-Su Borough does not protest. Background investigation complete.

- 996 La Bodega:** Midtown Spirits, LLC; Anchorage
194 Olympic Mountain Loop, Unit #C107 (Girdwood)
Transfer – Package Store
From: 3801 Old Seward Highway

All statutory requirements have been met. Anchorage does not protest. Background investigation complete.

- 4573 Sizzlin Café:** Grizzly Group, Inc.; Anchorage
346 E 5th Avenue
Transfer – Restaurant / Eating Place
From: 523 W 3rd Avenue

All statutory requirements have been met. Anchorage does not protest. Dept. of Labor & Revenue approve. Background investigation complete. Temporary has been issued.

5247 Tequila Kitchen Express: Tequila Kitchen Express, LLC; Anchorage
2514 E Tudor Road
New – Restaurant / Eating Place

All statutory requirements have been met. Anchorage does not protest.
Background investigations complete. Temporary has been issued.

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Consent Agenda October 2, 2013

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Transfer – Package Store
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Alaskan Skies
New – Common Carrier

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2514 E Tudor Road
New – Restaurant / Eating Place

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Background investigations complete. Temporary has been issued.

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Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501
(907) 263-5900
FAX (907) 263-5930

Waiver of Operation Application

AS 04.11.330(a)(3)

10212

License Information		Fees*	
Liquor License Number:	3472	Waiver Fee	\$ 325.00
License Type:	PACKAGE STORE- SEASONAL	Penalty (If applicable)	\$ 1,000.00
Local Governing Body: (City, Borough or Unorganized)		Total Submitted	\$ 325.00
City of Homer			375.-
Name of Licensee:	MSA, INC	*The fee is non-refundable	
Doing Business As (Business Name)	PATEL'S #2	Telephone Number:	907-235-5101
Mailing Address:	369 E. PIONEER AVE HOMER, AK 99603	Street Address or Location of Business	3789 Homer Spit Rd City: Homer, AK 99603
Waiver Request Information			
This waiver application is the: <input checked="" type="checkbox"/> 1 st Request <input type="checkbox"/> 2 nd Request <input type="checkbox"/> 3 rd Request <input type="checkbox"/> Other			
Waiver Request for Calendar Year:		Is this license for sale?	
2013		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Explanation of the circumstances for non-operation of license. Include relevant information as to why the license was not operated, any future plans for operating the license and projected timelines. Attach additional sheets if necessary.			
UNABLE TO RENEW LEASE (NEW LANDLORD). LOOKING FOR NEW LOCATION TO OPERATE LICENSE.			
Signature of Licensee(s)			
Signature		Signature	
Name (Please Print)		Name (Please Print)	
MELVYN STRYDOM			
Date		Date	
8-21-13			

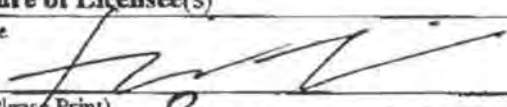
5848 E Tudor Rd
Anchorage, Alaska 99507
(907) 269-0350
FAX (907) 272-9412

**waiver of Operation
Application**

10172

License Information		Fees*	
Liquor License Number: <u>4905</u>		Waiver Fee	\$ <u>600</u>
License Type: <u>Restaurant / Eating Place</u>		Penalty (If applicable)	\$ 1,000.00
Local Governing Body: (City, Borough or Unincorporated) <u>City of North Pole</u>		Total Submitted	\$ <u>1600</u>
Name of Licensee: <u>08. Capital ZNC</u>		*The fee is non-refundable [15 AAC 104.170(c)]	
Doing Business As (Business Name) <u>Benny's Grill</u>		Telephone Number: <u>907-388-7000</u>	
Mailing Address: <u>431 Santa Claus Ln</u> <u>N. P AK 99705</u>		Street Address or Location of Business <u>101 S Santa Claus Lane</u> City: <u>N P AK 99705</u>	

Waiver Request Information	
This waiver application is the: <input type="checkbox"/> 1 st Request <input checked="" type="checkbox"/> 2 nd Request <input type="checkbox"/> 3 rd Request <input type="checkbox"/> Other _____	
Waiver Request for Calendar Year: <u>2012</u>	Is this license for sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Explanation of the circumstances for non-operation of license. Include relevant information as to why the license was not operated, any future plans for operating the license and projected timelines. Attach additional sheets if necessary.	
<p><i>Out of Business</i></p>	

Signature of Licensee(s)	
Signature 	Signature
Name (Please Print) <u>Benny Lin</u>	Name (Please Print)
Date <u>7/16/13</u>	Date

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ABC Board Meeting, October 2, 2013

Notice of Violation Summary

= Current Violation

2094	Oaken Keg Spirit Shops #1817	7/30/2013	AB13000039	1	Furnishing alcohol to a person under 21
2094	Oaken Keg Spirit Shops #1817	6/4/2009	09-0987	1	Furnishing alcohol to a person under 21
2094	Oaken Keg Spirit Shops #1817	4/4/2007	07-0788	1	Furnishing alcohol to a person under 21
2313	Anchor River Inn	7/3/2013	13-0716	1	Furnishing alcohol to a person under 21
2313	Anchor River Inn	3/26/2010	10-0628	1	Furnishing alcohol to a person under 21
2313	Anchor River Inn	5/6/2009	09-0788	1	Furnishing alcohol to a person under 21
2313	Anchor River Inn	6/28/2003	03-0082	1	Furnishing alcohol to a person under 21
3410	Alaska Commercial Company	7/9/2013	AB13000017	1	Licensee Responsible for Violations
3410	Alaska Commercial Company	2/23/2011	11-0225	1	Furnishing alcohol to a person under 21
5011	Tropical Latin Foods	3/27/2013	13-0352	1	Furnishing alcohol to a person under 21
5011	Tropical Latin Foods	3/2/2012	12-0343	1	Restaurant / Eating Place Entertainment
5011	Tropical Latin Foods	3/2/2012	12-0343	2	Suspension and revocation of licenses and permits
5121	Silver Gulch Brewing and Bottling	7/10/2013	AB13000018	1	Furnishing alcohol to a person under 21
No Previous Violations					



Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 8-9-13
Number AB13-0039
Page 1 of 1 Page

Notice of Violation

(3AAC 104.525)

Licensee	License Number	Type of License
Carr-Gottstein Foods Company	2094	Package Store
D.B.A. Oaken Keg Spirit Shops #1817, 7731 E. Northern Lights Blvd, Anchorage	How Delivered <input checked="" type="checkbox"/> Certified Mail # On-File <input type="checkbox"/> In Person	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box	City, State	Zip
PO Box 29096 MS 6531	Phoenix, AZ	85038-9096

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 7-30-13, at about 1600 hours, Oaken Keg clerk Robin Joseph Frederick sold an alcoholic beverage to a person under the age of 21. The sale occurred during a compliance check. This is a violation of Title IV.

Your attention is directed to **AS 04.16.052: Furnishing of alcoholic beverage to a person under the age of 21 by licensees.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

3 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: UB 11-005
Filed By: <i>JL Hamilton</i>	Title: Investigator III

Hamilton, Joe (CED)

From: Cote, Shirley A (CED)
Sent: Monday, September 09, 2013 9:18 AM
To: Ray Jennings
Cc: Valerie Bunn; Hamilton, Joe (CED)
Subject: RE: Notice of Violation @22/1817 Oaken Keg: AB13-0039

Hello Ray,

Thank you for your response on behalf of Oaken Keg. We appreciate the efforts you make to ensure compliance. By way of Inv. Hamilton I am ensuring that your response goes into the license file. As always if there is anything we can do to assist you let us know. Take care.

Shirley

Shirley A. Cote
Director
Alcoholic Beverage Control Board
(907) 263-5928

From: Ray Jennings [<mailto:Ray.Jennings@safeway.com>]
Sent: Monday, September 09, 2013 8:26 AM
To: Cote, Shirley A (CED)
Cc: Valerie Bunn
Subject: Notice of Violation @22/1817 Oaken Keg: AB13-0039

Shirley A. Cote', Director
Alcohol Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

Dear Shirley,

This letter is in regards to the Notice of Violation (AB13-0039) I received from your office. On 07-30-2013 an employee of Carrs/Safeway failed a compliance check while working in the Oaken Keg at 7731 E. Northern Lights Blvd.

The actions which we took after an internal investigation are as follows:

1. The investigation revealed that the employee had violated company policy and procedure by not properly looking at the juvenile customer's identification. The employee was discharged from employment.
2. Investigator Jennings spoke with the Store Manager and directed him to follow-up with his employees, who sell alcohol, in order to ensure that they are adhering to company policy and State Law.
3. An e-mail was sent to all Alaska stores by the District managers asking all managers to make sure that their employees are adhering to company policy and State Law.

Thank you for your time and attention in this matter and we appreciate your teams diligence in assisting our store personnel to be compliant with store policy and State Law.

Sincerely,



Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 7-8-13
Number 13-0716
Page 1 of 1 Page

Notice of Violation

(3AAC 104.525)

Licensee	License Number	Type of License
Anchor River Inn Inc.	2313	Package Store
D.B.A. Anchor River Inn 34358 Sterling Hwy	How Delivered [X] Certified Mail # On-File [] In Person	Law Enforcement Agency Alaska State Troopers
Street or P.O. Box	City, State	Zip
P.O. Box 154	Anchor Point, AK	99556

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 7-3-13, at about 1234 hours, Anchor River Inn clerk Aliesha Lynn Ottobre sold an alcoholic beverage to a person under the age of 21. The sale occurred during a compliance check. Ottobre was issued a summons for furnishing alcohol to a person under 21. A mandatory court date of 7-16-13, 0845 hours, Homer District Court was assigned.

Your attention is directed to **AS 04.16.052: Furnishing of alcoholic beverage to a person under the age of 21 by licensees.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a recurrence of this violation.

*Please include your Alcohol License Number in your response.

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

3 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: UB 13-007
Filed By: <i>JR Hamilton</i>	Title: Investigator III



Anchor River Inn

P.O. Box 154

Anchor Point, Alaska 99556

Toll Free (U.S.A.): 800-435-8531

phone:(907) 235-8531 Fax:(907) 235-2296

www.anchorriverinn.com
marketing@anchorriverinn.com

State of Alaska
Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

July 13, 2013

To Whom It May Concern:

This letter is in response to the notice of violation of Alaska Statutes 04.16.052 by one of our employees under license number 2313.

During a Compliance check on July 3rd, our store clerk, Aliesha Ottobre, sold an alcoholic beverage to a person under the age of 21. Ms. Ottobre apparently entered a false date into our age verification system prior to the sale. When she did ask the minor for ID she was then unable to enter the actual birthdate into the system for verification. She also failed to look immediately behind her for the "must be born before date" on the wall and tried to do the math in her head.

Our company policy requires clerks to ask for ID for anyone who appears to be less than 40 years old and to use the birth date from a legal ID to enter into the cash registers age verification system. Individuals with an appearance of being over 40 years of age may be asked for their birth date for age verification.

For violating company policy and Alaska Statutes, Aliesha Ottobre will be suspended for at least 30 days without pay. This violation is obviously a failure on the part of our employee to follow the procedures established to prevent sales to minors. We will be increasing the frequency of follow up training and our own compliance checks for all employees to prevent this from happening again.

Sincerely,

Jesse R. Clutts
Owner/Manager

"The Most Westerly Highway Point in North America"



Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 7-22-13
Number AB130017
Page 1 of 1 Page

Notice of Violation

(3AAC 104.525)

Licensee	License Number	Type of License
Alaska Commercial Company	3410	Package Store
D.B.A. Alaska Commercial Company #235, 106 Nicholoff Way	How Delivered [X] Certified Mail # On-File [] In Person	Law Enforcement Agency Cordova Police Department
Street or P.O. Box	City, State	Zip
550 W. 64 th Ave, Ste 200	Anchorage, AK	99518

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 7-9-13, at about 1704 hours, Alaska Commercial Company clerk Eric Felicitas sold an alcoholic beverage to a person under 21 years old. Felicitas stated he has only been working in the liquor store for two days and has not received any alcohol training from his employer. Four month supervisor/clerk Jenyflor Tomines was asked to provide proof of server education to which she stated she has not been to a server education course. Store manager Jeffrey Watt was asked to provide proof of server education to which he replied he does have it and that his proof is probably at the Anchorage office. Watt and Tomines were told to stop selling alcoholic beverages until proof of server education could be shown. A charge of licensee responsible for violations is being referred to the district attorney's office for Alaska Commercial Company.

Your attention is directed to **AS 04.16.150: Licensee responsible for violations.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a recurrence of this violation. *Please include your Alcohol License Number in your response.

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

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Receipt:	Violation Observed By: UB 13-007
Filed By: <i>JR Hamilton</i>	Title: Investigator III

7/24/2013



To: Director of the Alcohol Beverage Control Board
From: Alaska Commercial Company

Re: Response to Notice of Violation

Dear Director,

On 7/09/2013, one of our employees sold an alcoholic beverage to a person under the age of 21. I have outlined the actions and the precautions/training we have taken to prevent a reoccurrence of this serious violation. I apologize and believe that our company takes numerous precautions to prevent something like this from happening.

1. The clerk has been terminated from our employment, as per our company policy.
2. All current employees have been trained again on proper procedures for the sale of alcoholic beverages.
3. Reading the ID correctly has been emphasized heavily. This includes the importance of re-verifying the ID if needed to ensure that the correct date is recorded for the sale.
4. All employees will be TAP's trained. Classes were conducted on July 16th and 18th with 9 current Alaska Commercial Company employees successfully completing the training. On August 1st an additional 5 employees will be taking the course to ensure everyone that may need to cover the department for breaks will have the proper training including Jenyflor Tomines. She has not been back in the department till her training is completed.
5. All current TAP's card will be on display in the liquor store to ensure only trained employees are working in the area.
6. Jeff located his TAP's card and has it on him whenever it is required. I have enclosed a copy of the card.
7. All employees are required to sign a policy form that outlines the law.
8. Our registers have a prompt that requires the user to enter the birthdates and if entered correctly will decline a sale to anyone under the age of 21.
9. We have circulated to all of our stores the importance of complying with the law in regards to underage purchasing of alcohol or tobacco.

The Liquor License number for the Cordova location is 3410

Sincerely,

Douglas Ruckie
Director of Operation
273-4675



Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 4-1-13
Number 13-0352
Page 1 of 1 Page

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Maria Del Carmen Rodriquez	5011	Restaurant / Eating Place
D.B.A. Tropical Latin Foods 341 Boniface Parkway	How Delivered [X] Certified Mail # On-File [] In Person	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 725 Erwin #3	City, State Anchorage, AK	Zip 99508

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 3-27-13, at about 1741 hours, Tropical Latin Food server Maria Esther Rivera furnished an alcoholic beverage to a person under the age of 21. The incident occurred during a compliance check. Rivera was issued a summons for furnishing alcoholic beverages to a person under 21. A mandatory court date of 4-18-13, 0830 hours, Anchorage District Court was assigned.

Your attention is directed to **AS 04.16.052: Furnishing of alcoholic beverage to a person under the age of 21 by licensees.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a recurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

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Receipt:	Violation Observed By: Underage Buyer 11-005
Filed By: <i>JL Hamilton</i>	Title: Investigator III

TROPICAL LATIN FOOD

5011

To Shirley A. Cote

me maria Del Carmen Rodriguez. is
Apologizing For what Happen that
DAY. Just to Let you now what
happen. I was call out For an
emergency. To my Baby Sitter That
Some Thing happen to my son. so
I ask my Friend maria Esther Rivera
To serve only Food to my Customer's
while I was gone For the moment
and Before I Left I ALSO told her
not to serve any one Alcohol
Beverage's even IF the showed
I.D Because she Do's not have
A TAM's CARD The DATE was on
3-27-13. I Guss she took it
Upon Her SELF to serve an Alcohol
Beverage to A miner. we are so
SORRY THAT this happen. we will
no longer have this happen
Again we Rather Shut the Resturant
If there's any Emergency Again.



Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 7-12-13
Number AB13-0018
Page 1 of 1 Page

Notice of Violation

(3AAC 104.525)

Licensee	License Number	Type of License
Silver Gulch Brewing & Bottling	5121	Package Store
D.B.A. Silver Gulch Brewing & Bottling, 5000 W. Int'l Airport Road, Anchorage	How Delivered [X] Certified Mail # On-File [] In Person	Law Enforcement Agency Airport Police
Street or P.O. Box	City, State	Zip
PO Box 82125	Fairbanks, AK	99708

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 7-10-13, at about 1400 hours, Silver Gulch Brewing & Bottling clerk Sherri Lynn Estep sold an alcoholic beverage to a person under the age of 21. The sale occurred during a compliance check. This is a violation of Title IV.

Your attention is directed to **AS 04.16.052: Furnishing of alcoholic beverage to a person under the age of 21 by licensees.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a recurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

3 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: F.R. Hamilton
Filed By: <i>FR Hamilton</i>	Title: Investigator III



Silver Gulch Brewing and Bottling, Inc.
PO Box 82125
Fairbanks, Alaska 99708
Tel (907) 452-2739 Fax (907) 452-2774
Glenn Brady Cell (907) 388-2106
e-mail : glenn@sunairsheetmetal.com

August 21, 2013

Alcoholic Beverage Control Board
5848 East Tudor Rd
Anchorage, AK 99507

Attn: Shirley Coté – Director

Subject: Silver Gulch Brewing and Bottling
License 5121 (Anchorage Airport Package Store)
Notice of Violation (7/12/2013)

Dear Shirley;

To keep you and the Board apprised of our efforts in response to the recent Notice of Violation at the Anchorage International Airport Package Store location, we have implemented the following changes company-wide to our procedures at the Management/Supervisory level, as well as specific measures with the clerk/employee in question:

1) Management/Supervisory Level changes

- a. We have modified and communicated to staff a revised policy such that individual clerks/servers may no longer accept 'vertical' identification (even if valid) without a supplemental manager approval prior to sale.
- b. We have placed 'must be born after ____' date placards at each point of sale to assist clerks/servers, and preclude 'math' errors.

2) Individual/Employee Level changes

- a. The Employee in question was directed by us (employer) to re-attend TAPS class for remedial training, despite holding a current TAPS card. This re-training has since occurred.
- b. Employee in question was sent to an ophthalmologist to undergo eye examination for 'near vision'.
- c. We have since provided a magnifying glass at the cashier station for use by any/all clerks with the potential for near-vision impairment.
- d. **NOTE:** Employee in question has been recently diagnosed with terminal medical condition, and is on anti-nausea medication which has adverse side-effects. We have only recently discovered this (after the NOV), and are working with the employee to assure that she remains sufficient mental state to make clear/sound judgments regarding the sale of alcohol, while retaining her employment.

America's Most Northern Brewery

August 21, 2013

We regret this unintentional lapse, and take such deficiencies very seriously. We remain strongly committed to preventing access of alcohol to minors on our premises, and to providing alcohol service in a responsible manner that improves the quality of life of our patrons, and that of the surrounding community. We will redouble our efforts to prevent any such unintentional lapses in the future.

If you have any questions, please do not hesitate to contact me at your convenience via e-mail (glenn@sunairsheetmetal.com), or via phone at (907) 388-2106 cell).

Thank you for your consideration.

Sincerely,

Glenn Brady, P.E.
President, Silver Gulch Brewing and Bottling, Inc.