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REE MODIO LLC  
500 L STREET, SUITE 300  
ANCHORAGE, ALASKA 99501-1990  
PHONE (907) 222-7100, FAX (907) 222-7199

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

FANTASIES ON FIFTH AVENUE LLC,  
Plaintiff,

v.

CLUB VEGA INVESTMENTS, INC.,  
AND LOGAN RAMMELL,

Defendant.

Case No. 3AN-13-09488 CI

CLUB VEGA INVESTMENTS, INC.,  
AND LOGAN RAMMELL,

Third-Party Plaintiff,

v.

KATHY HARTMAN and EUGENE  
GREAVES,

Third-Party Defendant.

**PLAINTIFF'S SUPPLEMENTAL REPLY TO DEFENDANTS' FIRST  
DISCOVERY REQUESTS**

Plaintiff, Fantasies on Fifth Avenue LLC, by and through counsel, pursuant to Civil Rules 26 and 36, hereby answers the Defendants' First Set of Discovery Requests, dated January 15, 2015, as follows:

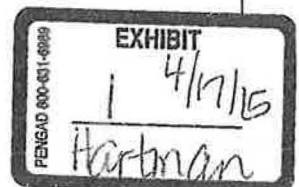
**REQUESTS FOR ADMISSION**

RESPONSE TO ADMISSION NO. 1: Denied.

RESPONSE TO ADMISSION NO. 2: Denied.

RESPONSE TO ADMISSION NO. 3: Admitted.

*Fantasies on 5<sup>th</sup> v. Club Vega, et al.*  
Case No. 3AN-13-09488 CI  
Supplemental Response to Defendants' First Set of Discovery Requests



KEE MODIO LLC  
500 L...EET, SUITE 300  
ANCHORAGE, ALASKA 99501-1990  
PHONE (907) 222-7100, FAX (907) 222-7199

RESPONSE TO ADMISSION NO. 4: Admitted that Fantasies had a separate oral agreement with Club Vega and Logan Rammell, under which Club Vega and Rammell agreed to operate the premises while the application to transfer License No. 1078 was pending.

RESPONSE TO ADMISSION NO. 5: Admitted.

RESPONSE TO ADMISSION NO. 6: Admitted.

RESPONSE TO ADMISSION NO. 7: Admitted that Fantasies and Club Vega were negotiating Club Vega's purchase of the building and night club until such time Rammell declined to purchase the business.

RESPONSE TO ADMISSION NO. 8: Denied.

RESPONSE TO ADMISSION NO. 9: Admitted.

RESPONSE TO ADMISSION NO. 10: Denied

RESPONSE TO ADMISSION NO. 11: Admitted

RESPONSE TO ADMISSION NO. 12: Denied.

RESPONSE TO ADMISSION NO. 13: Denied.

RESPONSE TO ADMISSION NO. 14: Denied

RESPONSE TO ADMISSION NO. 15: Denied.

RESPONSE TO ADMISSION NO. 16: Fantasies admits that it sold liquor under License No. 1078 prior to Defendants' contacting the ABC Board and forcing the cessation of such sales on or about December 31, 2013, and resumed selling liquor under License

No. 1078 after the court issued an injunction ordering Defendants to transfer the license, and after the ABC Board approved such transfer in March 2014.

RESPONSE TO ADMISSION NO. 17: Admitted.

RESPONSE TO ADMISSION NO. 18: Admitted.

### INTERROGATORIES

RESPONSE TO INTERROGATORY NO. 1: When Debco, Inc. operated the bar located at 1911 East 5<sup>th</sup> Avenue, the real property was owned by The Kathy Hartman Living Trust. No written lease was executed. Carol Hartman forged a lease purportedly between Debco, Inc. and Kathy Hartman (attached), but since The Kathy Hartman Living Trust owned the property, it was the lessor. Debco, Inc. in turn had a management agreement with Defendant (attached.)

RESPONSE TO INTERROGATORY NO. 2: The real property at 1911 East 5<sup>th</sup> Avenue is owned by Northern Pacific Financial Holdings (see attached property appraisal.)

RESPONSE TO INTERROGATORY NO. 3: N/A.

RESPONSE TO INTERROGATORY NO. 4: Fantasies had a separate oral agreement with Club Vega and Logan Rammell, under which Club Vega and Rammell agreed to operate the premises while the application to transfer License No. 1078 was pending.

RESPONSE TO INTERROGATORY NO. 5: N/A.

RESPONSE TO INTERROGATORY NO. 6: N/A.

RESPONSE TO INTERROGATORY NO. 7: See, Response to Request for Admission No. 7.

RESPONSE TO INTERROGATORY NO. 8: Rammell and Club Vega had declined to purchase the building and night club prior to Fantasies purchasing the license.

RESPONSE TO INTERROGATORY NO. 9: N/A.

RESPONSE TO INTERROGATORY NO. 10: The indemnification speaks for itself, and was not intended to indemnify Rammell against "any and all claims."

RESPONSE TO INTERROGATORY NO. 11: N/A.

RESPONSE TO INTERROGATORY NO. 12: Logan Rammell and Club Vega declined to purchase the business under the terms offered by Fantasies.

RESPONSE TO INTERROGATORY NO. 13: Fantasies objects to Request for Admission No. 13 as lacking foundation, vague and ambiguous. Fantasies does not understand what is being asked in Request for Admission No. 13, and therefore denies the same.

RESPONSE TO INTERROGATORY NO. 14: Rammell and Club Vega were given funds amounting to several thousands of dollars to purchase inventory, and inventory purchased with such cash belonged to Fantasies. Cash generated by the business was to be divided by Fantasies and Club Vega pursuant to the terms of their agreement.

RESPONSE TO INTERROGATORY NO. 15: Rammell and Club Vega terminated their agreement with Fantasies on or about August 18, 2013, and vacated the premises. (Attached are Rammell's termination correspondence, which were previously produced.)

RESPONSE TO INTERROGATORY NO. 16: See, Response to Request for Admission No. 16.

RESPONSE TO INTERROGATORY NO. 17: N/A.

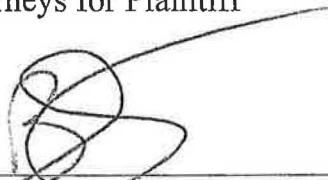
RESPONSE TO INTERROGATORY NO. 18: N/A.

**REQUESTS FOR PRODUCTION**

RESPONSE TO REQUESTS FOR PRODUCTION 1-24: All documents responsive to Requests for Production 1-24 are attached, Bates stamped 1 through 22.

DATED this 23<sup>rd</sup> day of March, 2015.

REEVES AMODIO, LLC  
Attorneys for Plaintiff

  
\_\_\_\_\_  
Brian J. Stibitz  
ABA# 0106043

REEVES AMODIO LLC  
500 L. STREET, SUITE 300  
ANCHORAGE, ALASKA 99501-1990  
PHONE (907) 222-7100, FAX (907) 222-7199



VERIFICATION BY PARTY

The undersigned, having been first duly sworn on oath, deposes and says: That he is authorized representative of Plaintiff, Fantasies on Fifth Avenue LLC in the above-entitled action; that he has read the foregoing responses to the discovery requests set forth hereinabove; understands the requests and the responses thereto; know the contents thereof; and believes the responses and all statements and facts set forth therein to be true.

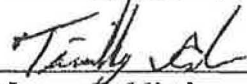
DATED this 23<sup>rd</sup> day of March, 2015.

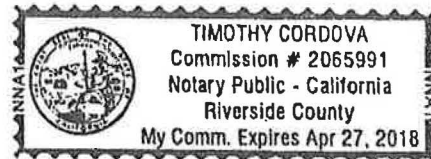
  
Gene Greaves

Title: General Manager

STATE OF CALIFORNIA                    )  
  )SS  
COUNTY OF Riverside                    )

SUBSCRIBED AND SWORN to before me this 23 day of March, 2015.

  
Notary Public in and for California  
My Commission Expires: 04/27/2018




VES AMODIO LLC  
500 L STREET, SUITE 300  
ANCHORAGE, ALASKA 99501-1990  
PHONE (907) 222-7100, FAX (907) 222-7199

REE MODIO LLC  
500 L...SET, SUITE 300  
ANCHORAGE, ALASKA 99501-1990  
PHONE (907) 222-7100, FAX (907) 222-7199

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of March, 2015, a true and correct copy of the foregoing was hand-delivered to the following:

Herbert A. Viergutz  
Barokas Martin & Tomlinson  
918 West 2<sup>nd</sup> Avenue  
Anchorage, AK 99501



Jeanene Walker for  
Reeves Amodio LLC



## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made this 24 day of October, 2012, between DEBCO, Inc., whose address for all purposes herein is 3714 E. 16<sup>th</sup> Ave., Anchorage, Alaska 99508 hereinafter "Owner" and Logan Rammell, whose address for all purposes herein is for all purposes herein is 1130 Friendly Ln. Anchorage AK 99504 hereinafter "Manager".

### WITNESSETH

WHEREAS, the Owner owns Beverage Dispensary Liquor License No. 561, hereinafter "liquor license", issued by the State of Alaska, Alcoholic Beverage Control Board, hereinafter "ABC Board"; and

WHEREAS, DEBCO and Logan Rammell have agreed to terms relative to the Owner hiring a manager to operate the Fantasies I located at 1911 E 5th Avenue, Anchorage, Alaska 99501 pending the sale of the business and transfer of the liquor license to the Manager; and

WHEREAS, in order for the Manager to be able to run the business on behalf of the Owner during the pendency of said transfer, the parties have chosen to enter into a management agreement; and

WHEREAS, the Manager are willing, on behalf of the Owner, to manage the Owner's business; and

WHEREAS, the Owner and the Manager have agreed to transfer day-to-day operational control to the Manager with the Owner retaining overall control and management of the liquor license; and

WHEREAS, all of the parties to this agreement have concluded that it is in the best interests of all concerned to execute a formal Management Agreement;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the receipt and sufficiency of which is acknowledged by the parties thereto,

IT IS HEREBY AGREED as follows:

1. Recitals. The recitals hereinabove set forth are incorporated herein by reference for all purposes and this contract shall be construed accordingly.

2. Term. This agreement shall expire in one year from the date of execution or until the license transfer is complete whichever occurs first. This agreement cannot be extended unless extended by mutual agreement of the parties in writing.

3. Management of Business. The Manager shall begin service as Manager on October 25, 2012.

4. Compensation for Services. The Manager shall receive compensation in the amount of \$ 2,000 per month to manage the business. Payment shall be made on or before the tenth day of the next month immediately after the month within which the Management services have been provided.

- a) As required by Title 4, the Owner shall ultimately be responsible for the payment of all expenses of operation during the pendency of this agreement including, without limitation, employee's wages and salaries and the taxes and contributions associated therewith, real and personal property taxes, insurance, inventory purchases, and the repair or replacement of equipment, furnishings, and fixtures, to the end and extent necessary so as to preclude any liens or claims against the business and the Beverage Dispensary License.
- b) The Manager shall deposit daily all funds received from the operation of the business from the previous day into a bank account (operational account) established by the Owner during the term of this Contract. Carol and Logan Rammell are the designated representative(s) and shall be sole signatories on this account.
- c) The Manager shall account for and provide the necessary invoices, bills and accounts to permit the owner to pay for all business expenses from the income of the business. As such, the Manager shall account for all income received and all disbursements of money from the petty cash account.
- d) The Manager shall use and apply all money received in the operation of the business solely for business purposes. The Manager agrees to save, protect, defend and indemnify the Owner to the extent that the Manager fails to do so.
- e) Performance by the Manager of each and every performance and obligation set forth herein is a condition to the continued effectiveness of this Management Agreement.

5. Books and Records. The Manager agrees to keep and maintain a complete and accurate record of all income and expenses arising from the operation of the business and to make this information immediately available to the Owner upon request. The Manager shall place all funds received from

the operation of the business into a local bank account during the term of this agreement.

a) All expenses associated with the operation of the business shall be paid from this account. The Owner and the Manager shall be the signatories on this account.

6. Expenses. The Manager shall pay, from the bank account referred to above, all expenses of operation during the pendency of this agreement including, without limitation, employees wages and salaries and the taxes and contributions associated therewith, real and personal property taxes, sales taxes, public liability and property damage insurance, inventory purchases, and any other expenses imposed on the operation of the business.

a) The Manager shall account for all receipts and disbursements of money received and shall use and apply all money received in the operation of the business solely for business purposes. The Manager agree to save, protect, defend and indemnify the Owner to the extent that the Managers fail to do so.

b) In the event there are not sufficient funds necessary to conduct the operation of the business during the term of the Management Agreement, the Manager shall notify the Owner immediately. Any shortfall shall be the responsibility of the Owner and not the Manager.

7. Credit. During the pendency of this agreement, all purchases of inventory and other goods or services shall be paid for upon delivery of the goods or receipt of services rendered. No credit may be extended to the business without the express written consent of the Owner.

8. Responsibility for Conduct of the Licensed Premises. During the term of the Management Agreement the Manager shall operate the business in a lawful manner and shall not violate any of the rules or regulations of the Alcoholic Beverage Control Board or any local ordinances or statutes of the State of Alaska. Any violation of law or ordinance may, at the sole option and discretion of the Owner, result in the immediate termination of this Management Agreement. Manager shall report any violation of law or ABC Board regulation within 24 hours of the incident from which the violation arises.

9. Day-to-Day Operations. The Manager shall have full and complete control of the day-to-day operations of the business subject only to the direction and control of the Owner as required by Title 4 and the regulations of the ABC Board.

a) The Manager may hire and fire employees, change hours and methods of operation and do all things incident to the daily operation of the business, provided, however, the parties recognize that the provisions of Title 4 of Alaska Statutes require the Owner to be responsible for the overall management of the business. To that end, the Manager shall report to the Owner all material matters affecting the operation of the business and shall promptly respond to any inquiries made by the Owner concerning such business.

b) The Manager shall be responsible for its compliance and the compliance of its employees, agents, business visitors, and invitees with all the laws, ordinances, and regulations in connection with the operation of the business in order that the business shall be conducted in a lawful and safe manner so that no property damage or personal injury proximately results from such operation and in order that no violation of any law, ordinance or regulation occurs that would jeopardize the interest of the Owner in the Liquor license.

10. Applicable Law. This agreement shall be interpreted according to and governed by the laws of the State of Alaska.

11. Entire Agreement. This Management Agreement contains the entire agreement between the parties concerning the day-to-day management of the business. There are no other understandings, oral or written, which in any manner change or enlarge that which is set forth herein.

12. Non-Assignability. The Manager agree that the Managers have no power to assign any interest created by this agreement to any other party, provided, however, the Manager, may, without assigning away any of the Manager responsibilities, hire various individuals selected solely by the Manager, to fulfill the duties contemplated by this agreement. Any attempted assignment or delegation shall render this Management Agreement null and void and of no further force and effect.

13. Document Preparation and Construction. This document was drafted by The Law Offices of Ernouf & Coffey, P.C. at the request of the Owner so as to permit the operation of the business by the Manager. The Manager acknowledge having been advised to secure their own counsel with regard to this Management Agreement.

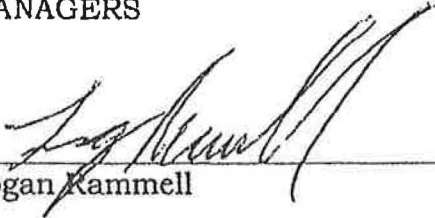
14. Invalid Provisions. If any provision of this Management Agreement is prohibited or invalid under law in some part or under some circumstances, all other provisions herein shall otherwise remain in full force and effect.



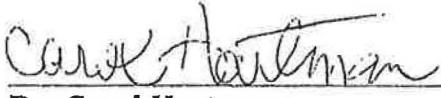
15. Modification. There shall be no modification of this agreement unless the same be in writing signing by the parties hereto.

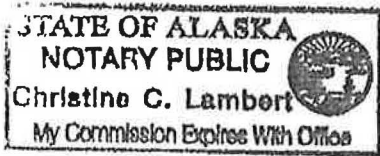
IN WITNESS WHEREOF, the parties have executed this Management Agreement the day and year first above written.

MANAGERS

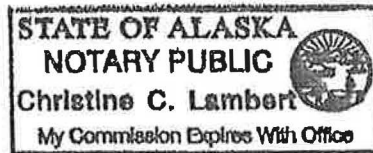
  
\_\_\_\_\_  
Logan Kammell

OWNER  
Debco Inc.

  
\_\_\_\_\_  
By: Carol Hartman  
Its: President



*C. Lambert 10-24-12  
State of AK*



*C. Lambert 10-24-12  
State of AK*

State of Alaska  
Department of Commerce  
Alcoholic Beverage Control Board  
5848 E. Tudor Road  
Anchorage, Alaska 99507  
12890001

*Reviewed 10/24/12 [Signature]*

MANAGEMENT AGMT

Case on file  
w/ ABC - forged key  
Carol

**BUSINESS PROPERTY LEASE AGREEMENT**

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of November, 1998, between Kathy Hartman, hereinafter referred to "Landlord", and Decco, Inc. hereinafter referred to as "Tenants".

1.) **LEASE:** Landlord leases to tenants a three (3) story building, located in B-3 general business district, hereinafter referred to as "Premises", and located at 1911 E. 5<sup>th</sup> Avenue, including the use of all 4 lots for parking, etc. Legal description of the entire leased "premises" is: Fantasies Subdivision, Lot 1, and Fourth Addition, Block 26C, Lots 4, 5, & 6.

2.) **TERM:** The Premises are leased for a period of twenty (20) years, beginning November 1, 1998 and ending October 31, 2018.

3.) **RENT:** Tenants agrees to pay, without demand, to Landlord as rent for the term of said Premises, the sum of fifteen thousand, (\$ 15,000.00) per month, or seventy five hundred, (\$7,500.00) per corporation, each month while the lease is in force. Rent shall be due on the ( 5th ) fifth day of each month (beginning November 5, 1998), and the first day of each month thereafter, until this lease terminates. All rent payments shall be made to Kathy Hartman at 333 M Street, #401, Anchorage, AK 99501.

4.) **LATE PENALTY:** Rent shall be deemed delinquent (10) ten days after the rent due date. Any rent which is delinquent shall carry a late charge of (2%) two percent of the total monthly rental amount, or (\$300.00), three hundred dollars. Such late charge shall be due and payable as additional rent.

5.) **INSPECTION and DISCLAIMER of WARRANTY:** Tenants has been offered, and has had an adequate opportunity to inspect the Premises, common areas, and all improvements. **THE PREMISES, COMMON AREAS, AND IMPROVEMENTS THEREON, ARE BEING LEASED "AS IS" IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, OR WARRANTIES BY THE LANDLORD AS TO PHYSICAL CONDITIONS, QUALITY OF CONSTRUCTION, WORKMANSHIP, STATE OF REPAIR, SAFETY OR**

**FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.**

**6.) TENANT TO MAINTAIN PREMISES: Tenants shall :**

**A.) Keep the Premises that tenant occupies and uses clean and safe;**

**B.) Dispose from tenants residence all rubbish, garbage and other waste in a clean and safe manner;**

**C.) Tenants shall maintain and test smoke detector devices, and/or carbon monoxide detector devices as required by A.S. 18.70.095.**

**D.) Conduct themselves and require other persons on the Premises to conduct themselves in manner that will not unreasonably disturb Tenants neighbors peaceful enjoyment of the Premises.**

**7.) USE OF PREMISES: Said premises shall be used and occupied by Tenants as a business. Tenants shall comply with all State of Alaska laws, sanitary laws, ordinances, rules, and restrictions of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of said Premises during the term of this agreement.**

**8.) ASSIGNMENT and SUBLETTING: Without the prior written consent of Landlord, Tenants shall not assign this agreement, or sublet or grant any concession or license to use the Premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of the Landlord shall be void and shall, at Landlord's option, terminate this agreement.**

**9.) ALTERATIONS and IMPROVEMENTS: Tenants shall make no alterations to the building, surrounding premises, and/or the interior of said Premises without prior written consent of Landlord. Any alterations permitted by Landlord shall be performed and completed in a workmanlike manner and in compliance with all applicable building and zoning codes. Diagrammed plans of any remodeling or alterations shall be submitted by Tenants for Landlord's consideration as to whether consent may be granted. All alterations, changes, and improvements built, constructed, or placed on the Premises by the Tenants, with the exception of movable personal property, shall unless otherwise provided by written agreement**

between Landlord and remain on the Premises at the expiration or sooner termination of this agreement.

10.) **RENT and UTILITIES:** Utilities which include gas, water, garbage, and electric shall be paid for by the Tenant, however. Tenants shall be solely responsible for utilities that include telephone and cable television. These will be the sole responsibility of the Tenants. The Landlord is not liable for any telephone or cable television charges incurred by the Tenants.

11.) **RIGHT of INSPECTION:** Landlord, or Landlord's agents, shall have the right at all reasonable times during the term of this agreement to enter the said Premises, upon a 24-hours' advance notice to Tenants, for the purpose of inspecting the Premises, and all improvements thereon or to show the premises to prospective tenants or buyers. Landlord may enter said Premises in lieu of 24-hours' advance notice if Landlord deems an emergency requires immediate entry.

12.) **FIRE or CASUALTY DAMAGE to RESIDENCE:** If the Premises are damaged or destroyed by fire or casualty to the extent that the enjoyment of the Premises is substantially impaired and it is untenable, then the Tenant shall:

A. Immediately vacate the Premises and notify Landlord of his intention to terminate the lease agreement, in which case this agreement terminates as of the date of vacating.

B. If continued occupancy is lawful, and the Tenants desire to continue in such occupancy, then Tenants may vacate the part of Premises rendered unusable by the fire or casualty, in which case Tenants' liability for rent is reduced in proportion to the diminution in the fair rental value of the Premises. However, under no circumstances shall Landlord be required to rebuild and/or repair the Premises surrounding if such are destroyed in part by fire or casualty.

C. Tenants shall hold Landlord harmless for any loss Tenants may incur as a result of theft, fire, flood, or such other casualty. Tenants may acquire such insurance at Tenants' expense to protect against said loss.

13.) **HOLD HARMLESS:** As a material part of considerations rendered herein Tenants agrees that Landlord may not be held answerable or accountable to anyone

for or on account of any injury or injuries sustained, or for any loss or damage incurred, to person or property in, upon, or about the Premises, or any part thereof, during the terms of this lease. Tenants as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord for damages to goods in, upon, or about the Premises, and for injuries to persons in or about said Premises, arising at any time for any cause and Tenants shall indemnify, defend and hold Landlord exempt and harmless from any claims or lawsuits for damage to property or injury to or death of any persons permitted by Tenants to be on or about said Premises.

**14.) DEFAULT by TENANTS:** Time is of the essence. The Tenants' default or breach of this agreement shall be deemed to have occurred in the event that one of the following conditions occur:

- A. Failure to make any monthly payment as hereinabove for a period in excess of thirty (30) days after the same is due;
- B. Failure to perform any other obligation or condition required to be performed for a period of ten (10) days after service on Tenants of a notice spelling out the specific performance or condition required to be remedied, and Tenants fails to take steps in good faith to properly rectify and remedy the condition or complete the required performance; and,
- C. The vacation or abandonment of the Premises by Tenants prior to termination of the lease.

**15.) LANDLORDS DEFAULT REMEDIES:** In the event default has occurred, the following rights and remedies in addition to those provided by statute or otherwise, are available to Landlord, to wit:

- A. The re-entry of the Premises at Tenants' costs, and without responsibility for loss or damage;
- B. The rights to declare the lease term to have ended;
- C. The right to re-rent the Premises for any sum which may be deemed the best available rental rate;
- D. The right to declare all rent due and owing in accordance with the

amount set forth in Paragraph 3 above and the same shall be immediately due and payable;

E. the right to recover damages against the Tenants in accordance with the following;

i. The cost of performing Tenants' obligations pursuant to the lease agreement;

ii. The amount equal to the total due under this lease agreement pursuant to Paragraph 3, less payments made by Tenants or rent received by reason of Landlord's re-letting the leased Premises;

iii. Interest at the rate of (6%) six percent per annum from the date damage was incurred, or rental payments became due;

iv. Actual attorney's fees and costs computed in accordance with reasonable hourly rates and charges prevailing in the community.

16.) WATER PIPE FREEZE-UP: Tenants shall exercise best efforts, and at Tenants' sole expense, to prevent all domestic water systems and pipes within the Premises from freezing. Tenants shall take whatever precautions are necessary to assure that the freeze-up and breakage of the water pipes does not occur. Tenants shall be responsible for all damage incurred to the Premises as a result of the freeze-up and breakage of water pipes within or on the Premises that occur through the Tenants' own negligence.

17.) TERMINATION of LEASE: On termination of this lease, whether by breach or expiration of its term, Tenants agrees that Tenants will vacate and depart the Premises leaving them in as good of condition and state of repair as when possession was taken, except as to ordinary wear and tear. Upon termination and the Tenants vacating the Premises, any carpeting or flooring, lighting fixtures, wall paneling, and other permanent fixtures or improvements which may have been installed by Tenants or at Tenants' direction become the property of Landlord without cost or expense to Landlord except as may otherwise be expressly provided herein. Tenants agrees to have the carpets cleaned by a professional carpet cleaner upon vacating the unit. Tenants will supply Landlord with a receipt as proof of said cleaning.

18.) LEIN INDEMNIFICATION: Tenants shall not allow the Premises to become subject to any lien, charge, or encumbrance as result of Tenants' acts or neglect, and Tenants shall indemnify Landlord against any such liens, charges or encumbrances.

19.) NOTICE: Any notice, request or other communication required or permitted to be given under this agreement shall be deemed properly given or made when mailed by registered or certified mail in the ordinary course, postage prepaid, if addressed as follows:

Landlord: Kathy Hartman

333 M Street, #401

Anchorage, AK 99501

Tenants: Debeo, Inc., dba: Club Elixir and Fantasies on 5th

1911 E. 5<sup>th</sup> Avenue

Anchorage, Alaska 99501

20.) ENTIRE AGREEMENT: This agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

Dated this 1<sup>st</sup> day of November, 1998.

LANDLORD:

By Kathy Hartman

TENANT:

By Carol Hartman  
Debeo, Inc. Sec/Treas  
Sands North, Inc. Sec/Treas