



ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

MEMORANDUM

TO:	Alcoholic Beverage Control Board	DATE: 10/7/2020
FROM:	Glen Klinkhart, Interim Director	RE: 45 Mykel's Restaurant
Requested Action:	Transfer of ownership with security i	nterest of tourism license
Statutory and Regulatory Authority:	 this title and may order the director to licenses and permits authorized under AS 04.11.360(4): "An application requanother person under this title shall be or taxes arising from the conduct of te (A) the transferor gives security satisfactory to the creditor of (B) the transfer is under a prometransfere during an earlier the transferor is obliged to the transferor is obli	uesting approval of a transfer of a license to e denied if the transferor has not paid all debts he business licensed under this title unless for the payment of the debts or taxes or taxing authority; or lise given as collateral by the transferor to the transfer of the license under which promise transfer the license back to the transferee in hent for property conveyed as part of the
	 without regard to (a) of this section the tourist trade by encouraging the (A) a hotel, motel, resort, or sime dining facility or having kitch and at least a minimum numpopulation of the incorporation area established under (a) or located, as follows: (i) 10 rental rooms if the provide the (iii) 20 rental rooms if the (iii) 25 rental rooms if the (iv) 30 rental rooms if the (v) 35 rental rooms if the (vi) 40 rental rooms if the (vii) 50 rental rooms if (Viii) 50 rental rooms if (Vii) 50 rental room	pensary or restaurant or eating place license in if it appears that the issuance willencourage e construction or improvement of hilar business relating to the tourist trade with a shen facilities in a majority of its rental rooms ober of rental rooms required according to the ted city, unified municipality, or population if this section in which the facility will be population is less than 1,501; population is 1,501 — 2,500; population is 2,501 — 5,000; population is 15,001 — 25,000; population is 25,001 — 50,000; and e population is greater than 50,000; or

- (A) holder of the license operates a hotel, motel, resort, or similar business relating to the tourist trade that
 - (i) has a dining facility on the licensed premises or kitchen facilities in a majority of its rental rooms; and
 - (ii) maintains at least the minimum number of rental rooms that the hotel, motel, resort, or similar business had at the time of initial licensure or that were required at the time of initial licensure; or
 - (B) licensed premises are located inside an airport terminal.

AS 04.11.670: "A license issued under this title is not subject to foreclosure, and may not be used as collateral to secure a debt. However, if a license is transferred to another person, the transferor may secure payment for real and personal property conveyed to the transferee upon the promise of the transferee to transfer the license back to the transferor upon default in payment."

3 AAC 304.106(a): "If a former licensee seeks to compel the transfer of a license because of a promise under <u>AS 04.11.670</u> given as collateral by the current licensee to the former licensee in the course of an earlier transfer of the license, followed by a default in payment in connection with property conveyed or a lease made in the course of the previous transfer, the board will deny the transfer if creditors are not satisfied under <u>AS 04.11.360</u>(4)(A) unless it clearly appears that the former licensee, at the time of the previous transfer, complied with the following notice requirements:

- (1) a leasehold conveyance or contract of sale of property made in the course of the previous license transfer was recorded in the manner provided for recordation of real estate conveyances, and the transferor, at the time of the previous transfer, made a UCC filing statement in which a security interest in the license was claimed under <u>AS 04.11.670</u> and <u>AS 04.11.360(4)(B)</u>; the documents recorded under this paragraph must contain the following statement: "Under the terms of <u>AS 04.11.360(4)(B)</u>, and <u>3 AAC 304.106</u>, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."; and
- (2) all documents prepared in connection with the previous transfer of the liquor license, including all leases, contracts, and other relevant memoranda, were filed with the board at the time of the previous transfer; the documentation must include a statement of the book and page number showing where the lease or contract, and UCC filing statement, bearing the disclosure statement required in (1) of this subsection, are recorded; and
- (3) the notice of the previous transfer required by <u>AS 04.11.310</u>(a) was made in writing and published, as required under <u>3 AAC 304.125</u>, once a week for three weeks in a newspaper of general circulation before the transfer, in addition to any other notice of the application that might have been required by the board at the time of the previous transfer; the published notice must contain the following statement: "Under the terms of <u>AS</u> <u>04.11.360</u>(4)(B), <u>AS 04.11.670</u>, and <u>3 AAC 304.106</u>, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."
- Staff Rec.: Approve the transfer with a security interest with delegation.
- **Background:** This is an application to transfer a Beverage Dispensary-Tourism license in the Kenai Peninsula Borough. AS 04.11.400(d)(2)(A)(ii)

requires that the facility must maintain at least the minimum number of rental rooms required at original licensure. Staff has determined that the license is compliant with the room number requirements.

A completed transfer application has been received for liquor license 45. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated.

The applicant offers 20 rental rooms. 18 standard units are equipped with refrigerators and microwaves, 2 large bedroom apartments have full kitchen facilities. This establishment offers full menu options 7 days a week.

Attachment: Security Interest Documents Tourism Statement AB-01 AB-02 AB-03

SIGNATURE OF BENEFICIARY

By: Alice R. Kerkvliet

STATE OF ALASKA)) ss.

FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 26^{4} day of <u>August</u>, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Alice R. Kerkvliet, to me known and known to be the individual described in and who executed the foregoing Deed of Trust PERSONALLY.

She acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

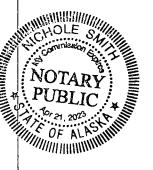
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

10

Notary Public in and for Alaska 23 My Commission Expires:

After Recording Please Return Original to: <u>First National Bank Alaska</u> <u>1751 Gambell Street, Ste 128</u> Anchorage, AK 99501

DEED OF TRUST Mykel's Restaurant





11 of 11 2020-009354-0

Certificate of Corporate Resolution

The undersigned, as President of WX LLC, an Alaska partnership(the "Partnership"), does hereby certify that, at a meeting of the Board of Directors of the Partnership duly called and held on 2474 E Village Cir, Salt Lake City, UT 84108 the following resolution was adopted and the same has not been revoked:

RESOLVED that Shiping Wang, as President and member of the Partnership, is authorized and empowered to make, execute and deliver, on behalf and in the name of the in the name of the Corporation and on such terms and conditions and in such amounts as she sees fit, any and all documents, including but not limits to contracts, escrow instructions, deeds, notes, deeds of trust, mortgages, trust agreements and any and all other documents/instruments deemed necessary or desirable in connection with the Purchase or Sale of the following described real property situated in Palmer County, Alaska:

See Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand, as President of WX LLC, an Alaska partnership, this 3 day of 301y . 2019.



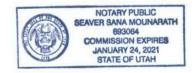
State of VI-h

County of Salt Lake

This foregoing instrument was subscribed, sworn to and acknowledged before this day of _____, 20 ____, by Shiping Wang and Xin Xu and Jianfeng Pan, as Member of WX LLC, an Alaska Partnership, on behalf of said partnership.

Notary Public

My commission expires January 24,2021



AMCO

SEP 1 1 2020

BILL OF SALE

STATE OF ALASKA BEVERAGE DISPENSARY TOURISM LIQUOR LICENSE

PERSONAL PROPERTY & REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, pursuant to a Contract for Purchase and Sale, dated May 2, 2020 by the Seller's and by the Buyer's,

Mykel's Restaurant, Inc. an Alaska Business Corporation, whose address for all purposes herein is: 42073 Aviator Ave., Soldotna, Alaska 99669, (hereinafter "Seller").

HEREBY SELLS, TRANSFERS and CONVEYS to WX, LLC an Alaskan Limited Liability Company, whose address for all purposes herein is 35041 Kenai Spur Highway, Soldotna, Alaska 99669, (hereinafter "Buyer") all of Seller's right, title and interest in Beverage Dispensary Tourism Liquor License No. 45 (hereinafter "License"), issued by the Alcoholic Beverage Control Board (hereinafter ABC Board) and the real property and personal property described on Exhibit "A" attached all of which is being sold "Where Is, As Is" after inspection and acceptance by the Buyer, without any warranties of fitness or condition.

THIS TRANSACTION IS NOT a cash transaction. It is a terms transaction which provides for payment of \$349,000.00 of the purchase price with interest at six percent (6%) per annum. The Seller shall execute and deliver to the Seller a Deed Trust Note for the full purchase price at closing to the Buyer's principal, Shiping Wang.

PROPERTY BEING CONVEYED. The Seller shall execute and deliver this Bill of Sale at closing along with list of the personal property being transferred to the Buyer (all furniture, fixtures, equipment and inventory) including the License, and Real Property. Attached hereto as Exhibit "A" is a list of that personal property.

PURCHASE MONEY SECURITY AGREEMENT. Until all payments are made, the Seller shall retain a Purchase Money Security Interest in and to the License and the personal property.

SELLER AND ITS PRINCIPALS REPRESENT AND WARRANT to the Buyer as follows:

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Bill of Sale Mykel's Restaurant, Inc.

- that the License, personal property and real property are free and clear of any and all liens or other encumbrances of any nature whatsoever; and
- 2) that the personal and real property being transferred to the Buyer is taken in as is where is condition and without warranty.
- 3) that the Seller, and its principals are the sole shareholders of the Seller's entity and no other person or entity has any interest in or right to the personal or real property being transferred by the Bill of Sale.
- 4) The Seller and its principals promise to defend the sale of the License, real property, and the personal property to the Buyer against any person or persons or other entities claiming any interest therein; and
- 5) that upon payment of the purchase price to be paid pursuant to the Deed Trust Note executed by the Buyer in connection with the sale of the License, real property, and the personal property, the Seller will have no further interest in said License, real property or personal property; and
- 6) that there are warranties and/or representations as to License as are set forth in the Contract for Purchase and Sale dated June, 19, 2020 that shall continue after closing on the sale.

DATED at Soldotna, Alaska this 2 day of August, 2020.

Mykel's Restaurant, Incorporated Alaska Corporation

Bv:

Its: Officer and Shareholder

SEP 1 1 2020

IRREVOCABLE LIMITED POWER OF ATTORNEY

THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND IS THEREFORE IRREVOCABLE

PURSUANT TO the terms and conditions of the Purchase Agreement dated May 2, 2020, and the other Transaction Documents described herein, all of which are to being executed at the closing of the sale of certain personal property located at 35041 Kenai Spur Highway, Soldotna, Alaska 99669 the sale of the Beverage Dispensary Tourism liquor license (hereinafter "License") and the sale of the real property, and personal property, furniture, fixtures and equipment located thereon.

WX, LLC, an Alaskan Limited Liability Company whose address for all purposes herein is 35041 Kenai Spur Highway, Soldotna, Alaska 99669 (hereinafter "Current Licensee") now operating that certain Beverage Dispensary Tourism Liquor License No. 45 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), the liquor license, real property, and the personal property as part of the transaction described herein and as identified in the Transaction Documents described below,

HEREBY IRREVOCABLY appoint Mykel's Restaurant, Inc. an Alaska Business Corporation whose address for all purposes herein is 42073 Aviator Ave., Soldotna, Alaska 99669, as the Current Licensee's attorney-in-fact, with full power of substitution, for the purpose of executing and delivering any and all documents and otherwise taking any and all steps whatsoever required or pertinent to the retransfer, renewal or operation of said License in the event of the Current Licensee's default in its payment or performance obligations set forth in the Transaction Documents.

This appointment is made for the sole purpose of securing the obligations set forth in the following Transaction Documents:

a) Purchase Agreement dated May 2nd, 2020 and;

b) Purchase Money Security Agreement dated August 26, 2020.

c) Deed Trust Note dated August 26, 2020.

d) Irrevocable Limited Power of Attorney dated August 26 , 2020

IrrPofA MykelsRest

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e) Deed Trust dated <u>August 26</u>, 2020.

Absent default by the Current Licensee under any of the payment or performance obligations as set forth in these Transaction Documents, this Power of Attorney shall be without force and effect.

In the event of default by the Current Licensee in its payment or performance obligations under the Transaction Documents described herein or as otherwise set out in related documents, the Current Licensee and the Guarantors irrevocably and unconditionally authorize the Prior Licensee, (as Current Licensees' attorney-in-fact), to execute and deliver any and all documents and otherwise take any and all steps whatsoever required or pertinent to the operation, retransfer or renewal of said License in order to effectuate the terms and provisions of the Transaction Documents and to secure the Prior Licensee's rights set forth therein.

The purpose of this Irrevocable Power of Attorney is to enable Mykel's Restaurant, Inc., as a prior licensee holding a security interest in the Liquor License, in the event of Current Licensee's default, to have the same rights and powers with respect to the License, which is the subject hereof, that the Prior Licensee has and could have in all instances when the operation, retransfer, renewal or any other disposition of said Liquor License is involved.

In no event shall this Irrevocable Power or Attorney be deemed to create any liability or responsibility on the part of WX, LLC with respect to the subject License, unless and until the legal and equitable title thereto shall retransferred to Mykel's Restaurant, Inc.

This Irrevocable Power of Attorney shall bind and inure to the benefit of the parties herein named, their heirs, administrators, executors, assigns or other successors in interest.

DATED at Soldotna, Alaska this . Helday of August, 2020.

WX, LLC

By: Shiping Wang : Its: President/Member

IrrPofA MykelsRest 2

STATE OF ALASKA

) ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 26^{4} day of <u>August</u>, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHIPING WANG, to me known and known to be the individual described in and who executed the WX, LLC.

He acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Notary Public in and for Alaska

My Commission Expires: <u>4721/23</u>

IrrPofA MykelsRest

UCC FINANCING STATEMENT

FOL	LOW	INSTRU	ICTIONS
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	and the second secon	
A. NAME & PHONE OF CONTACT AT FILER (optional)	1	
B. E-MAIL CONTACT AT FILER (optional)		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Mykel's Restaurant, Inc. 42073 Aviator Ave.	1	
Soldotna, AK 99669		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY
		THE ABOVE SPACE IS FOR HEIRS of the Individual Debtor's

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individent of the Individ name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

DR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(\$)/INITIAL(\$)	SUFFIX
10. MAILING ADDRESS	Soldotna	STATE	POSTAL CODE	COUNTRY
35041 Kenai Spur Highway		AK	99669	USA
 DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use a	exact, full name; do not omit, modify, or abbreviate	any part of the Debtor	's name); if any part of the Ir	ndividual Debto
name will not fit in line 2b, leave all of item 2 blank, check here an	d provide the Individual Debtor information in item	10 of the Financing St	atement Addendum (Form U	CC1Ad)

OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
2c.	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Mykel's Restaurant, Inc. ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME OR 3b. INDIVIDUAL'S SURNAME COUNTRY POSTAL CODE STATE CITY 3c. MAILING ADDRESS 99669 USA AK Soldotna 42073 Aviator Ave.

4. COLLATERAL: This financing statement covers the following collateral: "Personal Property per Exhibit A."

With regards to the listed liquor license #45, the following provisions apply: Under the terms of AS 04.11.670, AS 04.11.360(4) (B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."

5 Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions	i) [b	being administered by a Dec	cedent's Personal Representative
5. Check only if applicable and check only on the second sec	6	b. Check only if applicable	and check only one box:
6a. Check only if applicable and check only one box:		Agricultural Lien	Non-UCC Filing
Public-Finance Transaction Manuactured-Finite Transaction	er/Buver	Bailee/Bailor	Licensee/Licensor
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Sel	er/Buyer	Duncorstant	
8. OPTIONAL FILER REFERENCE DATA:			

FF&E Inventory Mykel's & Soldotna Inn

Si	lverware, flatware, glassware:		Banquet/Catering Items		Kitchen Equipment		Pots	/Pans/Ute	ensils	
164	Large Dinner Plates - round	7	Folding Tables - large rectangle	2	True 2-door tall refers	5	Skillet - large	30	sheet pans	
82	Salad Plates - round	3	folding tables - small rectangle	1	Metro Tall Warming Oven	21	skillet - medium		hotel pans - full - 2"	
273	B&B Plates - round	2	Tables - Small square	1	Hoshizaki Ice Machine	17	skillet - small		hotel pans - full - 4"	
111	Pasta Bowls	1	Table - round	2	Smokers - Little Chief	6	skillet - egg	11	hotel pans - full 6"	
29	Soup Bowls - wide rime	70	Banquet Chairs	1	2-drawer stainless prep table & shelves	8	pots-large	4	hotel pans - strainer	
52	Soup/Sm Salad Bowls	1	Plate stand	1	2-sink stainless counter (cold prep) & shelves	8	pots - medium		hotel pans-lids	
66	Soup Cups	4	Wine Barrels		Slicer	2	pots - small	22		O
41	Large Dinner Plates - square	1	Podium	1	3-door reach-in	8	Strainers	17	halfpan-4"	O
51	Salad Plates - square	1	TV & Equipment Cart	2	speed rack	6	metal bowls - large	14	halfpan - 6"	5
16	B&B plates - square	23	Art (wine posters etc)	1	1-door salad/dessert cooler	11	metal bowls - medium	6	halfpan strainer	A
8	Seafood Platter plates			1	2-door condiment top counter height	33	metal oven hotplates		halfpan lids	
9	Cheese Platter plates			1	long prep-table & shelves (server)		· · · · ·	11	third pan - 2"	
48	Clear Plates	2	Rolling Carts	1	coffee / water counter, filtration & sink			20	third pan - 4"	
33	Skillet Plates	8	Shaffer Sets (rectangle)	1	grease trap			42	third pan - 6"	
61	Boats	3	Shaffer sets (round)	1	hand sink	24	Scoops - ice cream		third pan lids	
25	Crème Bulle Dishes	12	Bus Tubs	1	stainless dish pit/sink/hose	19	Whips	88	sixth pan - 2"	
69	Sherbert Dishes (Butter) Clear	2	Heat Lamps	2	metal racks-host & dishes	4	Funnels	17	sixth pan - 4"	
27	Sherbert Dishes (ceramic)	2	Wood Carving Boards	1	3-sink stainless counter (right of dish machine)	4	Peelers	52	sixth pan - 6"	
25	Salad Dressing Boat ramikans	20	Serving Trays for banquets	2	stainless pan racks (above 3-sink)	4	Oyster Shuckers		sixth pan lids	
270	Ramikans (1.5 oz)	12	Serving Bowls for Banquets	1	ansul hood system	15	Clear plastic scoops	34	ninth pan -4"	
214	Ramikans (2.5 oz)	60	Serving Utensils for Banquets	1	hobart mixer on rolling cart	12	Measuring Cups/Spoons	16	ninth pan - 2"	
		12	Thermal Pumps for Coffee/Tea	2	hobart paddles & whips	17	House Knives		ninth pan lid	
217	Water Glasses	4	double burners	2	under counter freezers	27	Spoons - large kitchen			
40	Wine Glasses - Riedel			1	char grill	9	Spatula - rubber	21	2 qt cambro	
144	Wine Glasses - Libby	1	Roasting Pan - Electric	1	spider top - 6 burners	10	spatula - metal	27	4 gt cambro	
104	Wine Glasses - 6 oz	2	Hoakies	1	griddle	38	ladels	4	6 qt cambro (round)	
34	Champagne Glasses	1	Vacuum	1	fryer	20	tongs	6	8 qt cambro	
6	Port Glasses	10	Garbage cans	2	under counter 2-drawer fridges	1	meat tenderizer	4	22 qt cambro	
54	Snifters	36	Flower Vases	1	oven	3	steel knife sharpeners	30	cambro lids	
58	Pint Glasses	30	Banquet Table Cloths	1	slow cooker / warming oven	1	mandolin	4	silverware round strainer	
15	Beer Mugs		Decorations - every season	1	stainless line counter & wood top	3	cheese grater/zester	4	oyster storage cambros/stra	ainers
15	Beer Pitchers	72	Bread Baskets	2	condiment top 4-drawer fridge	6	fryer strainer	1	silverware soak tub & strain	ner
36	Buckets	10	Salad Bar Red Canisters	1	steam table	5	cooling/drying racks			
36	Double Rocks	9	Metal Condiment Bowls	1	stainless window / shelves	12	cutting boards			
25	Rocks			2	heat lamps in window	1	kitchen aid			
12	Shot Glasses			2	microwaves	5	kitchen aid whips & paddles			
34	Hurricane			1	2-well soup warmer	4	kitchen aid bowls			
37	Martini Glasses			1	bread warmer	1	kitchen aid attachments			
8	Martini Shakers			1	2-drawer prep table with utensil rack	2	scales			
2	Bar Garnish Trays					1	salad spinner			
2	Bar Glass Rimmer			1	walk-in fridge & freezer	2	ice wands			
43	Coffee Mugs - ceramic	439	Forks	7	racks in walk-ins	15	Salad dressing pour container			
58	Coffee Mugs - Glass	336	Knives			18	Bar Pour containers			
23	Hot Water Carafs for tea	365	Spoons			7	Coffee Pots			
77	S&P shakers	119	Soup Spoonsice Ta Spoons			11	Thermal Pumps			
35	Sugar Caddy	129	Seafood Forks			10	Syrup glass pours			
2	Oil & Vinegar Carafs	52	Butter Knives/Cheese Spreader							
43	plate lids for salads & dinners	115	Steak Knives							
6	Water Pitchers - large	19	Crab Crackers							
6	Water pitchers - small	18	Crab Scissors							
5	Champagen/Wine Chillers	20	Crab Plastic Picks							
	Tes Deckets									

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- 20 Crab Plastic Picks
- Tea Baskets
- 3 Tea Pitchers (colored for batches)
- 5 Pepper grinders

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Dining Room/Bar		Office Equipment
Tables (30x30")	1	Security System - 4 cameras
Tables (36x60")	2	Drop Safe
Tables (30x48")	2	Combo Safe
Tables (30x54")	2	Filing Cabinets - wood
Tables (30×60")	5	Filing Cabinets - metal
Tables (24x24")	1	Phone System
Chairs	29	Phones
Booths	1	Desk - hotel office
Bar Stools	2	Computers (front desk & hotel office)
Art (mostly owned by artists)	2	Printers (front desk & hotel office)
Calculators	1	Calculator
Staplers / Tape Caddy	1	Ice Machine - lobby
S&P shakers	1	Lobby computer for guests
sugar caddies	2	lobby desks
Trays - large oval	1	love seat
trays - medium	1	Recliner
trays - small	1	Coffee Table
	3	Lamps
Blender	4	Bear, moose & fish mounts
Blender pitchers	5	Retail Racks & shelves
lamps in restaurant		
fans for restaurant	4	Continental Breakfast Tables
bar pour containers	16	Continental Breakfast Chairs
	1	Continental Breakfast Counter/cabinet
3-door beer cooler	2	Counter refrigerators
wine fridge - under counter	1	Full size refrigerator
condiment fridge	3	Storage cabinets
hand sink	1	Laminator
3-sink stainless counter	1	Modum
16-compartment well & ice bin	2	WiFi Boosters
speed rack for bar		

-	special rack for bar
3	hanging glass racks

- hanging glass racks glass front tall wine cooler
- geeves :) (large butler statue)

	Hotel Rooms
5	
11	Bed - King Bed - Queeen
11	Bed - Culleen Bed - Full
2	Bed - Twin
22	And the second sec
18	Armoir
18	Fridge/Microwave stand TVs - 42" flatscreen
3	
	Roll - away beds
3	Couches
2	Chairs/recliners
75+	art in all rooms & lobby
21	Mirrors
20	Irons & Ironing Boards
20	Hair Driers
20	Tables
44	Chairs - to tables
70	Fitted Sheets
70	Flat Sheets
200	Pillow Slips
144	Pillows
64	Mattress Pads
64	Blankets
64	Comforters
144	Bath Towels
144	Hand Towels
144	Wash Cloths
45	Bath Mats
6	Kitchen Towels
6	Kitchen washcloths
25	Coffee Pots
22	Microwaves
18	Refrigerators - small
3	Refrigerators - full size
1	40# commercial washing machine
1	40# commercial drier
1	chest freezer - small

- lots Kitchen pots/pans/glasses/silverware for 2 apartments Maintenance Area - tools, equipment, etc lots

TOTAL VALUE \$36,000.00

NOTICE OF SECURITY INTEREST IN BEVERAGE DISPENSARY TOURISM LIQUOR LICENSE

NOTICE IS HEREBY GIVEN to the Alcoholic Beverage Control Board (hereinafter "ABC Board") and to any and all present or future creditors of WX, LLC, an Alaskan Limited Liability Company, whose address for all purposes is 35041 Kenai Spur Highway, Soldotna, Alaska 99669; (hereinafter "Current Licensee"), which now owns and operates Beverage Dispensary Tourism Liquor License Number 45 located in the Kenai Recording District, Third Judicial District, State of Alaska;

THAT, Mykel's Restaurant, Inc. an Alaska Business Corporation whose address for all purposes is 42073 Aviator Ave., Soldotna, Alaska, 99669 acquired all of the right, title and interest in and to the Beverage Dispensary Tourism Liquor License in an ABC Board approved transfer; and

THAT, Mykel's Restaurant, Inc. an Alaska Business Corporation, after acquiring and operating the Liquor License as required by statute and regulation, became an approved Licensee owning the Beverage Dispensary Tourism Liquor License, formerly owned by the Mykel's Restaurant and Soldotna Inn; and

THAT Mykel's Restaurant, Inc. an Alaska Business Corporation has sold the Liquor License along with the Real property and Personal property previously owned by the Mykel's Restaurant and Soldotna Inn to the Current Licensee which currently operates at 35041 Kenai Spur Highway, Soldotna, Alaska 99669; and

THAT Mykel's Restaurant, Inc. an Alaska Business Corporation has financed the sale of the License, Real property and the Personal property and, as a result, retains a Purchase Money Security Interest in the License, Real property and the personal property and other property rights as set forth in the parties May 2, 2020 purchase and sale agreement; and

THAT the transfer of the License from the Mykel's Restaurant, Inc. to the Current Licensee was recognized and approved ABC Board on

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_____, 2020 as a secured transaction under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106; and

THAT, as a result of the transfer of all of the License, Real property, and the personal property and improvements, under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the Mykel's Restaurant, Inc. has, in the event of the Current Licensee's default in its obligations under the terms of the Transaction Documents (on file with the ABC Board), has the absolute right to retransfer the License, Real property and the personal property without satisfaction of other creditors of the licensed business.

The Transaction Documents pertinent to this transfer are on file at the Alcoholic Beverage Control Board.

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DATED this the day of August 2020 at Soldotna, Alaska.

Prior Licensee Mykel's Restaurant, Inc. Current Licensees WX, LLC

Alice-Kerkvliet

Shiping Wang: President/Member

After Recording Please Return Original to: fist ADC

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PURCHASE MONEY SECURITY AGREEMENT REAL PROPERTY, BEVERAGE DISPENSARY TOURISM LIQUOR LICENSE, FURNITURE, FIXTURES & EQUIPMENT

THIS SECURITY AGREEMENT is entered into this $2\frac{6}{6}\frac{6}{6}$ day of August, 2020 by and between Mykel's Restaurant, Inc. an Alaska Business Corporation whose address for all purposes herein is 42073 Aviator Ave., Soldotna, Alaska 99669 (hereinafter "Secured Party") and WX, LLC, an Alaskan Limited Liability Company whose address for all purposes herein is 35041 Kenai Spur Highway, Soldotna, Alaska 99669 (hereinafter "Debtor"). For recording within the Kenai Recording District, Third Judicial District, State of Alaska.

1. <u>Creation of Security Interest</u>. The Debtor hereby grants to the Secured Party a purchase money security interest in the collateral described herein to secure the payment and performance of the Debtor's obligations to the Secured Party under Paragraph 3.

a) This Security Agreement is intended to create a security interest in the Beverage Dispensary Tourism License as provided in AS 04.11.670, AS 04.11.360(4)(B) and 3 AAC 304.106.

b) Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

c) In addition, the Secured Party is the Beneficiary of a first Deed of Trust on the Real Property and improvements which are being sold to the Debtor as part of this transaction and where the Liquor License is being operated.

2. The property which is subject to this Security interest created by this agreement consists of the following described property and the proceeds thereof:

a) Beverage Dispensary Tourism License No. 45, issued by the Alcoholic Beverage Control Board, and all renewals thereof; and

b) The Personal Property now owned or hereafter acquired by the Debtor.

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i) "Personal Property" means all items of personality used in the operation of the licensed business.

c) The Inventory now owned or hereafter acquired by the Debtor.

i) "Inventory" means all goods, merchandise and other personal property which is held for sale or consumed, in the Debtors' business; and

d) All after acquired personal property associated with the operation of the business and any replacements for any existing personal property sold pursuant to this transaction.

e) The Secured Party also holds a First Deed of Trust on the Real Property and improvements on the Real Property which is also being conveyed as part of the transaction.

3. <u>Debtor's' Obligations</u>. The obligations of the Debtor to the Secured Party are set forth in the following Transaction Documents:

a) Purchase and Sale Agreement dated 2nd May, 2020;

b) Deed of Trust dated <u>August 26</u>, 2020;

c) Deed of Trust Note dated <u>August 26</u>,2020;

d) Irrevocable Limited Power of Attorney dated <u>August 26</u>, 2020;

4) Warranty Deed dated <u>August 26</u>, 2020

i) The Debtor's obligation to make the payments provided for in the Deed of Trust Note has been incurred as a result of the sale of the collateral described in paragraph 2 of this Security Agreement, which sale was made by the Secured Party to the Debtor concurrent with the Personal Guarantees of the Debtor's principals.

ii) A default in the performance of any payment or performance obligations set forth herein or in any one or more of the terms and provisions of such Transaction Documents or in other documents related to this transaction shall be a default hereunder entitling the Secured Parties to all remedies provided by law, by this Security Agreement and by the other Transaction Documents including,

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without limitation, the right to accelerate the sums due on the Deed of Trust Note and demand payment in full.

4. <u>The License</u>. The provisions of this paragraph apply to the Beverage Dispensary Tourism Liquor License being purchased by the Debtor from the Secured Party:

a) Debtor shall pay all charges and expenses of any nature whatsoever connected with the operation of the License and its renewal.

b) Debtor shall be solely responsible for compliance by Debtor and Debtor's employees, agents, business visitors and invitees with all laws, ordinances and regulations in connection with operation of the licensed business in order that such licensed business shall be conducted only in a lawful and safe manner so that no property damage or personal injury proximately results from such operation and no violation of law, ordinance or regulation occurs that could jeopardize the interests of Secured Party in the License.

c) So as to preclude any claims for business indebtedness being submitted to the Alcoholic Beverage Control Board, the Debtor agrees to pay all business creditors upon receipt of either the merchandise or services or an invoice or a bill for such merchandise or services.

d) Debtor agrees to do all things necessary to renew said License with the State of Alaska in a timely manner and shall submit the biennial renewal forms to the Alcoholic Beverage Control Board prior to December 1st of each year as required by the regulations of the Alcoholic Beverage Control Board.

i) Copies of the renewal forms/documents shall be delivered to the Security Party no later than December 15th of each year in which a renewal is required.

e) Should Debtor fail to renew the License by December 1st as set forth above, the Secured Party shall be entitled to renew said License and, for that purpose and to further protect Secured Party's interest in such License, Debtor has executed an Irrevocable Power of Attorney authorizing the Secured Party to repossess and cause transfer of the License from Debtor in the event of any default hereunder and to sign any necessary documents required for the transfer and/or renewal of the License.

f) Debtor shall operate the licensed business only in the ordinary course; shall operate the business strictly in accordance with laws, ordinances and regulations of the State of Alaska and the Kenai Borough; shall be solely responsible for all operating expenses of the business and shall promptly and timely pay all such expenses; and shall not transfer, convey or in any way dispose of or encumber any interest in the License or the other Personal Property subject to this Security Agreement and the related Transaction Documents.

5. <u>Indemnification</u>. The Debtor shall save, protect and hold harmless and indemnify the Secured Party against all liabilities, claims, expenses and losses incurred by the Debtor as a result of any or all of the following:

a) Failure by the Debtor to perform any covenant, condition or promise required to be performed by the Debtor under the terms of this Purchase Money Security Agreement and those other Transaction Documents set forth in Paragraph 3 above and elsewhere in this document or in other documents related to this transaction.

b) Any accident, injury or damage which may arise out of any injury to or death of persons or damage to property arising from the Debtor's use of the collateral, including, without limitation, any of the foregoing arising out of the actions, omissions of or use by the Debtor, its shareholders, officers, directors, agents, employees or invitees.

c) Debtor's failure to substantially comply with any requirement of any governmental authority, local, state or federal, or any regulatory agency of any local, state or federal government authority.

d) Any action or non-action by the Debtor causing the State of Alaska, Alcoholic Beverage Control Board to cancel, suspend or revoke, or attempt to cancel, suspend or revoke the License sold hereunder.

e) Any action or non-action by the Debtor causing the Kenai Borough and/or the local community to protest the renewal of the License or to revoke the conditional use permit for the property on which the Debtor operates the licensed business.

f) In the event that the Secured Party shall, without fault on its part, be made a party to any litigation commenced by or against the Debtor or be made a party to any administrative proceeding, then the Debtor shall pay all costs and the actual attorney's fees paid by the Secured Party in

connection with such litigation or administrative proceeding or any other proceeding before any governmental body, state, local or federal.

g) Any violation of the law or regulation in connection with the licensed business or the operation of the License.

h) Any action or non-action by the Debtor causing the Kenai Borough to protest renewal of the License sold hereunder.

6. <u>Financing Statement</u>. Debtor, upon request by Secured Party, will at any time and from time to time execute, within fifteen (15) days of a written request from the Secured Party, such Financing Statements in the form required by the Uniform Commercial Code as enacted in the State of Alaska as Secured Parties may reasonably request.

a) A UCC **financing statement expires after five (5) years** of the initial filing and must be renewed within that time frame to maintain the validity of the Security Agreement.

7. <u>Default</u>. Debtor shall perform all of its obligations according to the terms of this Agreement as set forth in paragraph 3 above and elsewhere in this document and the other Transaction Documents. Any breach of the terms and provisions of the Transaction Documents or failure of the Debtors to fulfill any of their obligations thereunder shall be a default under the terms of this Purchase Money Security Agreement.

a) Any one of the following events shall by itself constitute default in this agreement:

- i) default in payment of any obligations or performance of any agreement herein; and
- ii) the making of any rightful levy, seizure or attachment upon any collateral by reason of any debt of Debtor; and
- iii) a bankruptcy petition being filed by or against Debtor pursuant to which Debtor are adjudicated bankrupt; and
- iv) dissolution, merger, consolidation or transfer of a substantial part of the assets of Debtor, which assets are associated with the above-described business; and

- v) failure of the Debtor to operate the License in accordance with the statutes and regulations associated with the sale of alcoholic beverages in the State of Alaska so as to cause the Alcoholic Beverage Control Board to revoke or suspend the License or to attempt to suspend or revoke the License.
- vi) failure of the Debtor to operate the License in accordance with the ordinances and regulations of the Kenai Borough or with the conditional use permit issued by the Borough.

b) Upon the default of Debtor, Secured Party may, within five (5) days advance written notice to Debtor, and without waiving any other rights hereunder, take appropriate action to cure such default or validate such warranty, and add its expenses, including actual attorney's fees, to the obligations secured hereby.

c) Until default, Debtor may retain possession of collateral and use it in any manner consistent with this Agreement and the terms and conditions of any insurance policy on collateral and as to the License, in any manner consistent with state and municipal law and the regulations and requirements of the Alcoholic Beverage Control Board and the Kenai Borough.

d) Upon default by Debtor, Secured Party shall have all rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in the State of Alaska and other applicable law, all rights set forth in this Security Agreement and in the Transaction Documents, including, without limitation, the right to take immediate possession of the collateral, the right to operate the licensed business and the right to accelerate the balance due on the Deed of Trust Note.

8. <u>Representations and Warranties</u>. Debtor represent and warrant as follows:

a) The making of this agreement is not in contravention of any other agreement by which Debtor is bound.

b) Except for the security interest granted hereby, Debtor is and, as to any collateral hereafter acquired, shall be, the owner of such collateral free from any security interest or other encumbrance, with full right to grant a security interest therein to the Secured Party.

c) All financial data, if any, which Debtor has furnished to Secured Party accurately represents the financial condition of Debtor.

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d) Debtor will not permit any lien or security interest to attach to any collateral, other than security interests inferior to this one, which may be incurred only upon the express written consent of the Secured Party, nor will the Debtor dispose of any collateral without written consent of Secured Party.

e) Except to the extent that inventory is sold in the ordinary course of business, Debtor shall not sell, grant a security interest in, or otherwise dispose of an interest in the collateral without the written consent of Secured Party.

10. <u>Notices</u>. Any notice of sale, disposition or other intended action by Secured Party shall be sent to Debtor at least five (5) calendar days prior to such action, at the address herein stated, at any other address of Debtor shown on Secured Party's records subsequent to this agreement, or at such other address designated in writing by Debtor with reference to this transaction and shall constitute reasonable notice to Debtors.

11. Payment of Taxes, Fees and Business Expenses. Before their delinquency, Debtor shall pay all taxes, penalties, interest, assessments, renewal fees, and other claims against the collateral, or against the interest of Secured Party therein and shall pay all expenses associated with the operation of the business associated with the License so that no claim for business indebtedness may be asserted against the License. Failure to do so shall constitute a default hereunder and entitle the Secured Party to all remedies provided in this document and the related Transaction Documents.

12. <u>Insurance</u>. Debtor shall obtain and maintain insurance on the collateral in full force and effect as provided in the Transaction Documents set forth in paragraph 3 as follows:

a) Bodily Injury and Property Damage Liability Insurance, including premises liability, personal injury liability, Alaskan suits, liquor law liability (dram shop liability) with a minimum limit of liability of \$1,000,000.00. Such insurance shall provide that the Secured Parties shall be a co-insured.

b) A policy of fire and extended coverage insurance insuring the real and personal property, the inventory and other assets and the building and its contents at full replacement cost with the Secured Party named as a loss payees.

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c) Worker's Compensation Insurance for all employees as required by state law.

d) All such insurance shall be obtained from an insurance company qualified to do business in the State of Alaska.

e) Copies of the policy(ies) and certificate(s) of insurance shall be delivered to the Secured Party at closing and, subsequently whenever such insurance is changed or renewed. Such insurance shall be obtained and maintained at the Debtors' sole expense.

13. General.

a) The provisions hereof shall bind and inure to the benefit of the parties' successors and assigns.

b) Time shall be of the essence for the performance of any of the covenants and the fulfillment of any of the conditions hereof.

c) All of Secured Party's rights either provided herein or in any other Transaction Document shall be cumulative and may be exercised separately or concurrently.

d) No waiver by Secured Party of any default shall operate as a waiver of any other default or of a like default on a future occasion. Only waivers in writing and signed by Secured Party shall be effective. No delay or omissions on the part of Secured Party in exercising any of his rights shall operate as a waiver of such right or any other right.

e) The collateral shall include whatever rights the Secured Party has against persons who guarantee payment or collection.

f) Wherever the context herein so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural.

g) This Security Agreement has been delivered to Debtor in the State of Alaska and shall be construed under the laws of the State of Alaska.

h) If any provision of this agreement is prohibited or invalid under law in some part or under some circumstances, such provision, and all other provisions herein shall otherwise remain in full force and effect.

i) Any demand or notice made or given by Secured Party upon or to Debtor shall be effective when mailed postage prepaid to the address of Debtor herein set forth, or when delivered personally to Debtor. When Secured Party uses the address at which he customarily communicates with Debtor, such demand or notice shall likewise be effective.

Executed at Soldotna, Alaska this ______day of August, 2020.

WX, LLC

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Shiping-Wang President/Member

After Recording Please Return Original to: National Nanca Bas

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MANAGEMENT AGREEMENT ALASKA LIQUOR LICENSE #45

THIS MANAGEMENT AGREEMENT is made this _____ day of September 2020 between Mykel's Restaurant, Inc., whose address for all purposes herein is 42073 Aviator Ave., Soldotna, Alaska, 99669 hereinafter "Owner" and WX, LLC, whose address for all purposes herein is 35041 Kenai Spur Highway, Soldotna, Alaska 99669 hereinafter "Manager".

WITNESSETH

WHEREAS, the Owner owns Beverage Dispensary Tourism Liquor License #45 hereinafter "liquor license", issued by the State of Alaska, Alcoholic Beverage Control Board, hereinafter "ABC Board"; and

WHEREAS, the Owner and Manager have entered into an agreement whereby Manager will be taking over the daily operations of the restaurant; and

WHEREAS, the Manager is willing, on behalf of the Owner, to manage the Owner's business for the Owner until the transfer of the license can be effectuated; and

WHEREAS, the Owner and the Manager have agreed to transfer day-today 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. <u>Recitals</u>. The recitals hereinabove set forth are incorporated herein by reference for all purposes and this contract shall be construed accordingly.

2. <u>Term.</u> This agreement shall expire in one year from the date of execution of this document or upon approval by the ABC Board of a liquor

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AMCO received 9/1/2020

license issued to Manager for the licensed premises unless extended by mutual agreement of the parties in writing.

3. <u>Management of Business</u>. The Manager shall begin service as Manager on September 1st, 2020.

4. <u>Compensation for Services.</u> The Manager shall receive compensation in the amount of two thousand dollars (\$2000.00) 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) All of the net profit of the operation of the business shall be the property of the Owner and shall be accounted for monthly. All parties understand that pursuant to AS 04.11.450(a) that a person other than a licensee may not have a direct or indirect financial interest in a business for which a license is issued. Further pursuant to AS 04.11.450(c) a liquor license may not be leased by a licensee to another person, partnership, limited liability organization, or corporation.

b) Performance by the Manager of each and every obligation set forth herein is a condition to the continued effectiveness of this Management Agreement.

c) <u>Books and Records.</u> 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 the Owner's 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.

5. <u>Expenses</u>. The Manager shall pay, from the bank account referred to above, all expenses of operation during the pendency of this agreement including, without limitation, employee 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 agrees to save, protect, defend and indemnify the Owner to the extent that the Manager fails 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.

6. <u>Credit.</u> 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.

7. <u>Responsibility for Conduct of the Licensed Premises.</u> 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. Both parties acknowledge and understand that AS 04.16.150 requires that a licensee may neither knowingly allow agents or employees to violate this title or regulations adopted under this title nor recklessly or with criminal negligence fail to act in accordance with the duties prescribed under AS 04.21.030 with the result that an agent or employee of the licensee violates a law or regulation. AS 04.21.030 is acknowledged and requires:

The licensee has a duty to exercise that degree of care that a reasonable person would observe to ensure that a business under the person's control is lawfully conducted. This duty of the licensee includes, but is not limited

(1) to ensuring the compliance by agents or employees with this title and regulations adopted under this title, including acting with reasonable diligence to determine that agents or employees are advised of the provisions of this title and the regulations adopted under this title, either by securing the agent's or employee's written acknowledgement of posted instructions or otherwise; and

(2) to ensuring the compliance of the premises with public health, fire, and safety codes and ordinances of the state or municipality having jurisdiction.

8. <u>Day-to-Day Operations.</u> 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.

c) Nothing in this section shall abrogate the exercise of authority over the license by licensee. Both parties understand 3 AAC 304.205, which requires that: the licensee must personally or through employees and agents exercise actual authority and responsibility over the conduct of business upon the licensed premises. Until the licensee surrenders the license to the board, and so long as business is conducted under the license upon the licensed premises, the licensee is solely responsible and liable for the conduct of the business. A person not acting as an agent or employee of the licensee may not exercise actual authority over the license to the business upon the licensee may not exercise actual authority over the license of the license upon the licensee may not exercise actual authority over the license upon approval of the board.

9. <u>Applicable Law.</u> This agreement shall be interpreted according to and governed by the laws of the State of Alaska.

10. <u>Entire Agreement</u>. 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.

11. <u>Non-Assignability</u>. The Manager agrees that the Manager has no MANAGEMENT AGREEMENT 4 MYKEL'S RESTAURANT/LIOUOR LICENSE 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's 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.

12. <u>Invalid Provisions.</u> 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.

13. <u>Modification</u>. 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.

MANAGER WX, LLC

Ships

By:_Shiping Wang Member

OWNER AND LICENSEE: Mykel's Restaurant, Inc..

By: Alice Kerkvliet President

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Tourism Statement WX, LLC

1. Explain how the issuance of a liquor license at your establishment has/will encourage tourism.

The central focus of the business plan for the Mykel's Restaurant at the Soldotna Inn involves catering to out of town tourists, offering them clean, comfortable, and affordable accommodation with all the amenities any traveler would expect and prefer to see in their hotel, including a welcoming environment for the guests to eat and drink.

Mykel's Restaurant will also be serving beers, wines, and spirits as possible.

Explain how the facility was/will be constructed or improved in accordance with this application.

This facility is located at 35041 Kenai Spur Highway, Soldotna, Alaska 99669. As such it is ideal for travelers who want a comfortable overnight stay in a clean, comfortable, location conveniently located in beautiful Soldotna area.

2. Who operates the facility for which a liquor license is being applied?

Jianfeng Pan, Shiping Wang, and Xin Xu are members of WX, LLC, and operate the facility. Jianfeng, Shiping and Xin and staff are dedicated to serving alcohol in a responsible manner, while providing a fun and friendly environment to our out of state guests.

3. Do you offer room rentals to the traveling public? Yes.

4. If so, how many of these rooms are available? Do any of the rental rooms have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)? If yes, how many of the rental rooms have kitchen facilities that meet this definition? Do you stock alcoholic beverages in guest rooms?

There are 20 units in the building with 18 of the units being standard hotel rooms (equipped with refrigerators and microwaves)

and then there are two large two-bedroom apartments (with full kitchens) for rent at the Soldotna Inn where the Mykel's Restaurant is located. No, we do not stock alcoholic beverages in the rooms.

5. Does your establishment include a dining facility?

Yes. The restaurant located in the Soldotna Inn offers a continental breakfast daily in a breakfast area, and a full service food menu for lunch and dinner Mondays through Sundays in a comfortable setting. We have a lounge that has 6 local beers on tap, and 18 wines by the glass and a premium well. We offer wine tastings for special events and weekly live music.

6. Are additional amenities available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists)?

Yes, we assist guests when they inquire about local recreation by arranging guided sport fishing, and sight-seeing trips such as Fjords and Whale watching tours, through other local businesses. We work with the local Chamber Commerce to provide good tourist related information to guests. The Soldotna Inn will continue to operate the facility as a tourist facility.

In short, all of those things, which are routinely done by businesses in Alaska to encourage tourism, will continue to be done by the operators of the facility.



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04** of **Alaska Statutes** and **Chapter 304** of the **Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Mykel's Restaurant, Inc		License #:		45	
License Type:	Beverage Dispensary-Tourism		Statutory Reference:		04.11.400(d)	
Doing Business As:	Mykel's Restaurant	Mykel's Restaurant				
Premises Address:	35041 Kenai Spur H	Highway				
City:	Soldotna	State:	AK	ZIP:	99669	
Local Governing Body:	City of Soldotna (Ke	enai Peninsula Bo	rough)			

Transfer Type:

Regular transfer

Transfer with security interest

Involuntary retransfer

	OFFICE USE ONLY	
Complete Date:	Transaction #:	1289232
Board Meeting Date:	License Years:	
Issue Date:	BRE:	

[Form AB-01] (rev 10/10/2016)

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AMCO

Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> <u>https://www.commerce.alaska.gov/web/amco</u> Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	WX, LLC				
Doing Business As:	Mykel's Restaurant				
Premises Address:	35041 Kenai Spur H	Highway			
City:	Soldotna	State:	AK	ZIP:	99669
Community Council:	None				

Mailing Address:	2474 E Village Circle				
City:	Salt Lake city	State:	Utah	ZIP:	84108

Designated Licensee:	Shiping Wang		
Contact Phone:	801-230-4233	Business Phone:	801-230-4233
Contact Email:	sxwang123@yahoo.com		

Seasonal License? If "Yes", write your six-month operating period: ______

Section 3 – Premises Information

Premises to be licensed is:

an existing facility

a new building

a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer. 0.6 Miles

[Form AB-01] (rev 10/10/2016)

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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any <u>sole proprietor</u> who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

his individual is an: applicant	affiliate	
Name:		
Address:		
City:	State:	ZIP:
his individual is an: applicant	affiliate	
Name:		
Address:		
City:	State:	ZIP:

Section 5 – Entity Ownership Information

This section must be completed by any <u>entity</u>, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a <u>corporation</u>, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a <u>limited liability organization</u>, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Jianfeng Pan					
Title(s):	Member	Phone:	347-307-5122	% Owr	ned:	25
Address:	1519 E 650 N,					
City:	Lehi	State:	UT	ZIP:	840	43

[Form AB-01] (rev 10/10/2016)

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Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Title(s):						
ince(s).	Member	Phone:	801-230-4233	% Ow	ned:	50
Address:	2474 E Village Circle					
City:	Salt Lake City	State:	UT	ZIP:	841	08
Entity Official:	Xin Xu					
Title(s):	Member	Phone:	801-	% Ow	ned:	25
Address:	1736 Mohoak Circle		•			
City:	Salt Lake City	State:	UT	ZIP:	841	08

Title(s):	Phone:	% Owned:	
Address:			
City:	State:	ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10109075	AK Formed Date:	7/5/2019	Home State:	AK
Registered Agent:	Shiping Wang		Agent's Phone:	801-230-423	3
Agent's Mailing Address:	950 Snodgras	s Dr.			
City:	Palmer	State:	AK	ZIP:	99645

R	esi	der	icy	of	Age	nt:
---	-----	-----	-----	----	-----	-----

Yes No

V

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

[Form AB-01] (rev 10/10/2016)	
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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:	Yes	No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

nmunication with AMCO staff:	Yes	No
Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?	~	
f "Yes", disclose the name of the individual and the reason for this authorization:		
The Law Offices of Ernouf & Coffey, P.C. is assisting with the license transfer applica	tion	

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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

Alice Kerkvliet

Printed name of transferor	Subscribed and sworn	to before me this 11^{H} da	AU y of	GUST	_, ₂₀
	NOTARY PUBLIC	Notary Public in and for	Rebecca	Jatomo Signature of N ALASKA res: 05/19/2	otary Public
Signature of transferor					
Printed name of transferor	Subscribed and sworn	to before me this da	y of		_, 20
				Signature of N	otary Public
		Notary Public in and for	the State of		<u> </u>
		My	commission expir	es:	
[Form AB-01] (rev 10/10/2016)			an daga da kata sa kat	AMCO	Page 6 of 7





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Initials

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that all proposed licensees have been listed with the Division of Corporations.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

ships o

Signature of transferee Shiping Wang

Printed name

Subscribed and sworn to before me this 19th day of _____

20_20-



Signature of Notary Public

DYLAN LEE PREUNINGER Notary Public - State of Utah Commission #710408 My Commission Expires February 5, 2024

Notary Public in and for the State of Utforh

of <u>Official</u>

My commission expires: 02/05/2024

[Form AB-01] (rev 10/10/2016)

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Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The <u>second page</u> of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

	Yes	No
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.	V	

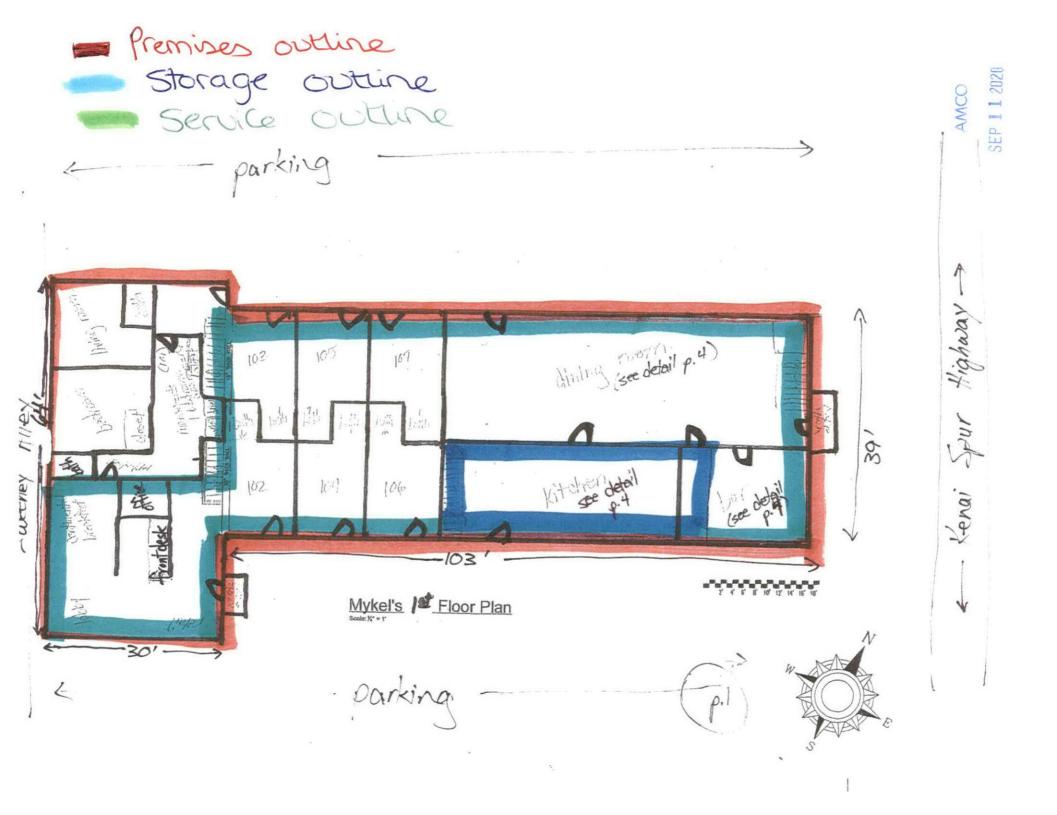
Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	WX, LLC	License	Number:	45	an a
License Type: Beverage Dispensary - Tourism					
Doing Business As:	ning Business As: Mykel's Restaurant				
Premises Address:	Address: 35041 Kenai Spur Highway				
City:	Soldotna	State:	AK	ZIP:	99669

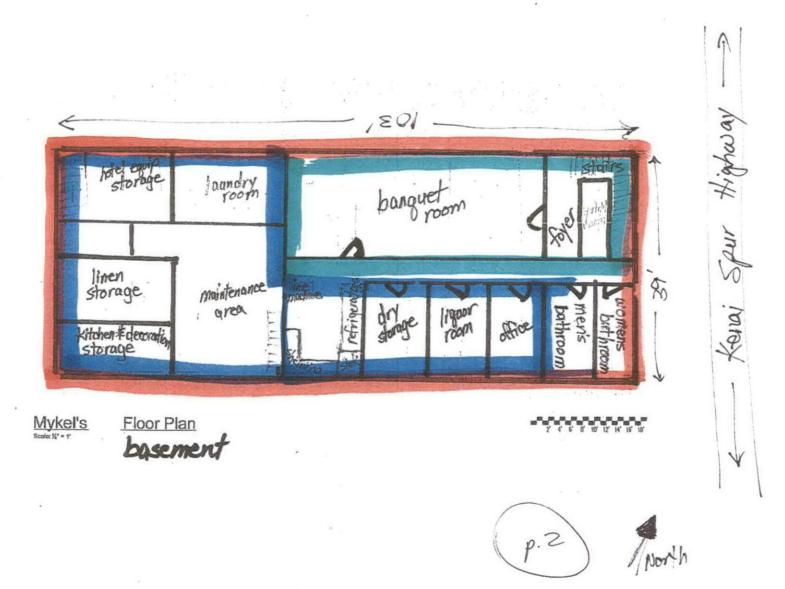
[Form AB-02] (rev 06/24/2016)

SEP 1 1 2020





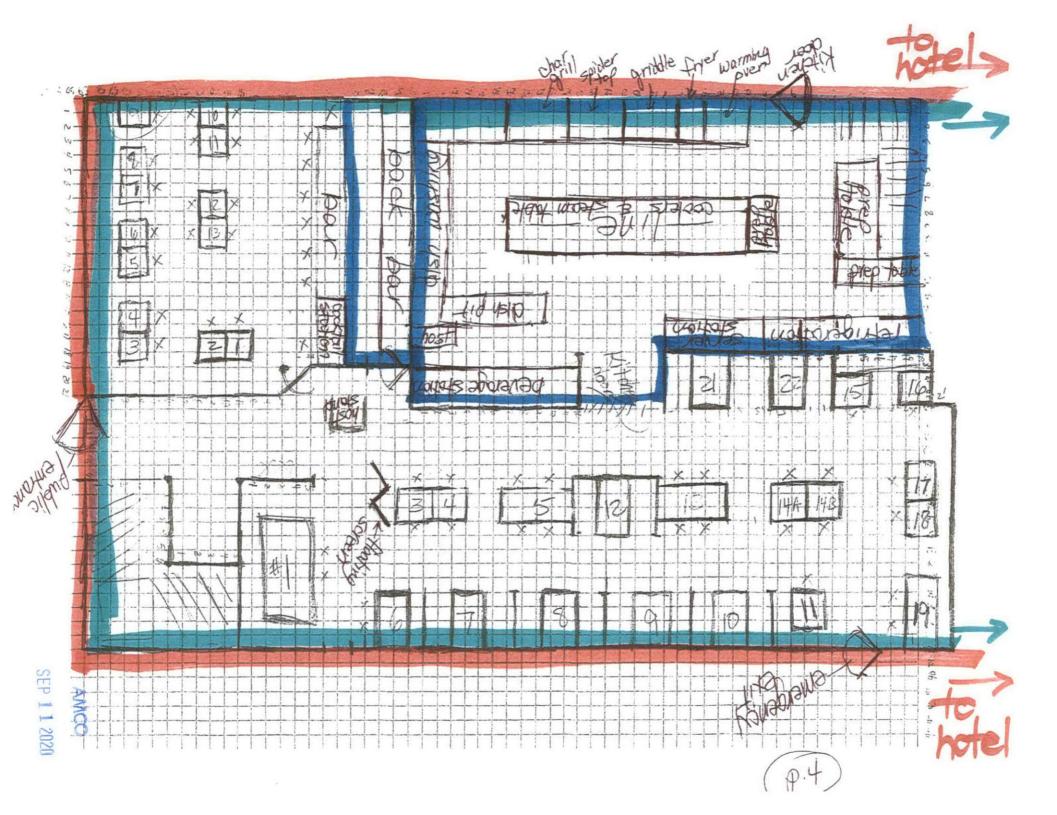
AMCO













Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **menu** or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	WX, LLC				
License Type:	Beverage Dispensary-Tourism	License	Number:	45	
Doing Business As:	Mykel's Restaurant				
Premises Address:	35041 Kenai Spur Highway	35041 Kenai Spur Highway			
City:	Soldotna	State:	AK	ZIP:	99669
Contact Name:	Shiping Wang	Contac	t Phone:	801-2	30-4233

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

1.	\boxtimes	Dining after standard closing hours: AS 04.16.010(c)
2.	\boxtimes	Dining by persons 16 - 20 years of age: AS 04.16.049(a)(2)
3.	\boxtimes	Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
4.	\boxtimes	Employment for persons 16 or 17 years of age: AS 04.16.049(c) NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Initials:	

[Form AB-03] (rev 4/16/2019



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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minor employees are present in the kitchen area, and dining area.

Minor patrons are only permitted in the dining area and restroom areas

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Storage: All alcohol will be locked in secure storage. This will only be accessible by the restaurant owners, general manager and bar tender. Each of these individuals will be at least 21 years old and will hold on their persons a current TAP or eTIP card verifying that they have been trained to control the distribution and service of alcoholic beverages in Alaska.

Access/Service: There will be no alcohol sales or delivery outside the building walls. Dining guests must walk in and out the same door, which controls the transfer of alcohol. A owner or manager is always on site and monitors the consumption of alcohol.

Yes	No
~	

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: http://dec.alaska.gov/eh/fss/food/ Please follow this link to the Municipality Food Safety Website: http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

I have attached a copy of the current food service permit for this premises OR the plan review approval.

*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.

[Form AB-03] (rev 4/16/2019

ANACI

Initials



https://www.commerce.alaska.gov/web/amco

other

SEC

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm: Monday - Sunday 11am - 10pm

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes	N
∇	Г
\square	L

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

	Wine Tastings, and Live Music. Thursday friday Saturday: Acoustic Guitar 6pm- 9pm
F	ood and beverage service offered or anticipated is:

counter service

If "other", describe the manner of food and beverage service offered or anticipated:

buffet service

table service



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

Read each line below	, and then sign your initials in the box to the right	of each statement:
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Initials

There are tables or counters at m	y establishment for consuming fo	ood in a dining area on the premises.
-----------------------------------	----------------------------------	---------------------------------------

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted. (AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Ships

Signature of licensee Shiping Wang

Local Gove

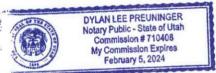
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of

My commission expires: 02/05/2024

AUGUST



February 5, 2024			
rnment Review (to be completed by an appropriate local government official):	Approved	Denied	

Subscribed and sworn to before me this (7th day of

Signature of local government official Date Printed name of local government official

Title

[Form AB-03] (rev 4/16/2019



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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:	Enforcement Recommendation:	Approve	Deny
Signature of AMCO Enforcement Supervisor	Printed name of AMCO Enforcement Supervisor		
Date			
Enforcement Recommendations:			
AMCO Director Review:		Approved	Denied
Signature of AMCO Director	Printed name of AMCO Director		
Date			
imitations:			

Mykel's Appetizers

Scallop & Shrimp Au Gratin – Morsels of shrimp and scallop tossed with mushrooms in a rich cream sauce, topped with parmesan cheese and browned. Served with toasted herb bread. 20

Prime Bites - Bite size pieces of tender prime rib blackened with Louisiana seasonings. Served with toasted herb bread, creamy horseradish and au jus for dipping. 21

Savory Cheesecake – A wedge of homemade herbed sundried tomato & mushroom cheesecake plated with toasted nuts and crackers. 14

Seared Yellowfin Tuna - Yellowfin tuna seared with sesame seeds, honey and wasabi. Served with jasmine rice and stir-fried vegetables. 21

Spinach Dip & Pita Chips - Fresh spinach mixed with sour cream, onion, water chestnuts and parmesan, served with toasted pita chips. 10

Smoked Salmon Spread - Locally smoked Alaskan salmon with whipped cream cheese, chives & lemon juice. Served with plenty of sourdough bread. 12

Calamari a la Piccata – A tender calamari steak cut in strips, floured and pan fried then coated with a creamy white wine, lemon, garlic, and caper sauce. Served with toasted herb bread. 14

Oysters on the Half Shell - Fresh Kachemak Bay oysters on the half shell shucked to order, served with cocktail sauce and a dollop of horseradish. \$3 per Oyster

> *Please be aware: consumption of raw or undercooked items may increase risk of food borne illness. Menu items containing shellfish may have shell particles.

Salad / Soup / Pasta

- ----

Mykel's Salad - Young greens garnished with roma tomato, cucumber, croutons, gorgonzola and sliced red onion drizzled with honey blue cheese dressing. 10 full / 6 half

Classic Caesar - Homemade caesar dressing, croutons and shaved parmesan. 10 full / 6 half

Fruit, Nut & Cheese Salad - *Mixed greens with sliced green apple, crumbled blue cheese, candied pecans, and diced tomatoes served with homemade basil & tarragon vinaigrette.* **10 full / 6 half**

Gorgonzola Pasta - penne pasta with artichoke hearts, diced pancetta and gorgonzola cream sauce. 16

Basil Alfredo – Basil infused fettuccini alfredo served with garlic bread and seasonal vegetables. 16

ADD MEAT to any of the ABOVE SALADS or PASTAS: Shrimp or Chicken – 7 Salmon or Kodiak Scallops - 9 Prime Rib, Yellowfin Tuna or Halibut – 12

Small Garden Salad - Young greens, roma tomato, cucumber and homemade croutons 5

Soup - Inquire about today's homemade soup: Cup - 4 Bowl - 7

Cobb Salad - Lettuce piled high topped with blackened prime, grilled chicken, chopped tomato, cheddar cheese, bacon, sliced egg, carrot & celery sticks and cucumber, served with your choice of dressing. 21 SFP 1 2020

Entrees



King Crab Legs / Seafood Platter - Choose between one or two pounds of succulent
Alaskan king crab or our Seafood Platter including a pound of king crab,
deep fried Alaskan cod and seared Kodiak scallops. (Ask about our appetizer portions for crab!)
One Pound Crab - 58Constant Constant Con

Halibut or Salmon with Lemon Caper Beurre Blanc- Famous Alaskan fish gently seasoned, topped with a light citrus sauce, plated with wild rice pilaf and fresh vegetables. 28-salmon; 31-halibut

Beer Battered Fish & Chips - Flaky Alaskan cod filets dipped in amber beer batter, rolled in panko and fried golden brown. Served with homemade tartar sauce, french fries and garden vegetables. 22 Substitute Halibut – 31

Kodiak Scallops with Brandy & Wild Mushroom Cream Sauce -

Large Kodiak scallops seared to perfection placed atop wild mushrooms sautéed in a brandy cream sauce. Served over rice with a sautéed vegetable medley. 30

 Tempura Prawns - Large prawns dipped in tempura batter then deep fried golden brown, served with a soy and sweet chili sauce. Plated with jasmine rice and stir-fried vegetables.
 23

Cornflake Crusted Chicken with Pineapple & Mango Beurre Blanc – A tender chicken breast crusted in cornflakes and pan fried, topped with a warm Thai-style pineapple and mango beurre blanc. A house favorite! 25

Pork Shank Osso Bucco - A large pork shank slowly roasted in Italian seasonings with olive oil, red wine, shallots, mushrooms and garlic in demi glace. Served with mashed potatoes and fresh vegetables. 36

Balsamic Rack of Lamb – Herb roasted New Zealand rack of lamb drizzled with a balsamic reduction. Plated with roast garlic mashed potatoes and seasonal vegetables. 35

Beef Stroganoff – Morsels of beef tenderloin sautéed with mushroom, onion and garlic tossed with wide egg noodles, topped with a dollop of sour cream. Served with seasonal vegetables and garlic bread. 23

Half Pound Cheeseburger – A large char grilled Angus beef burger topped with melted Tillamook cheddar, placed on a toasted bun with tomato, red onion and lettuce. Served with french fries. 16

Pepper Steak a la "Jens"- Twin Tornedos of filet with Jens' "Almost Famous" peppercorn sauce. We borrowed the recipe from Jens Hansen of Anchorage. A house favorite. 38

Smoked Ribeye - We smoke whole prime ribs, cut 14oz steaks and grill them to order, served topped with caramelized onion and a whipped sundried tomato & chevre cheese butter. 37

Slow Roasted Prime Rib - A 10 or 20 oz. slice of tender prime rib, rolled on seasonings and slow roasted to perfection. Served with creamy horseradish and au jus. \$30 - 10 oz. / \$45 - 20 oz.

Filet Mignon - A 9 o.z center cut filet mignon char grilled and topped with melted blue cheese placed on a bed of demi-glace. Plated with house potato and vegetable. **38**

Thank you for dining with us! We appreciate your patronage. Enjoy a wonderful dining experience! An automatic 18% gratuity may be added to groups of 6 or more. Separate checks for large parties is discouraged.





Alaska Food Code 2020 Establishment Permit Division of Environmental Health

Food Safety & Sanitation Program

Permit Number: Issued to: For: For Operation of: Located at: 5615 Mykels Restaurant Inc Mykel's Restaurant FF-1 Food Service 35041 Kenai Spur HWY Soldotna, AK 99669

and the second second second second second

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date: December 31, 2020

Program Manager: Kimpuly

If you have questions or concerns regarding safe food handling practices call toll free:



(In Anchorage call 334-2560)



AMCO SEP 1 1 2020