



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: August 17, 2023

FROM: Carrie Craig, RLS

RE: #301 dba The Office

Statutory & Regulatory

Authority:

AS 04.11.400(k): "The board may allow the relocation of an existing beverage dispensary license under AS 04.11.090 to a restaurant, eating place, or hotel, motel, resort, or similar business that contains a restaurant or eating place, in a borough with a population of 60,000 or more if the governing body of the borough approves the relocation. However, if the relocation of the license is into or within an incorporated city in the borough, the board may not approve the relocation unless the governing bodies of both the borough and the incorporated city approve the relocation. The board may allow not more than three relocations in a borough under this subsection each decade. In this subsection, "decade" means each 10-year period beginning April 1 in a year ending in zero."

3 AAC 304.196. Transfer of location of licenses under AS 04.11.400(k): "(a) An application for a transfer under AS 04.11.400(k) must comply with the requirements for notice under AS 04.11.280 and 04.11.290, as applicable. The criteria for denial of relocation under AS 04.11.340, and for denial of transfer of a license to another person under AS 04.11.360 apply to a transfer under AS 04.11.400(k).

(b) If the board approves the transfer under AS 04.11.400(k) of a beverage dispensary license, the license becomes a license of the municipality where it is relocated. The license may be transferred to a new location and new person within the receiving municipality. If a license is transferred with a security interest under AS 04.11.360(4)(B) and 04.11.670, the retransfer back to the previous owner may not be made to the location of the former municipality.

(c) A license that is located in a municipality as a result of annexation is not counted as a new license for purposes of AS 04.11.400(k).

(d) When the board receives applications for a transfer that exceeds the number allowed per decade under AS 04.11.400(k), the board will approve the completed application that the board first received, if the application meets other applicable requirements of AS 04 and this chapter."

3 AAC 304.197. Process for transfer of a beverage dispensary license under AS 04.11.400(k): "(a) Within 10 days after receiving an application to transfer a beverage dispensary license under AS 04.11.400(k), the board will notify the affected municipalities in writing. In the notice, the board will include the date the complete application was received by the board, the license number, the present or previous business name of the license to be transferred, the names of the transferee and the transferor if applicable, and the proposed location of the license.

(b) Each municipality affected by the transfer request under AS 04.11.400(k) may respond to the notice under (a) of this section within 60 days after receipt. A municipality may request an extension of time to respond. The board may grant a request for extension up to 120 additional days.

(c) In addition to other requirements in AS 04 and this chapter for the transfer of a beverage dispensary license, both municipalities must agree to a transfer under AS 04.11.400(k) for the transfer to be approved. If either municipality does not respond to the notice within the time allowed under (b) of this section, the transfer request will be denied.”

Background:

On January 4, 2023 AMCO received an email from the licensee that their lease was cancelled at 1987 E Bogard Road, Units E & F in the Matanuska – Susitna Borough. Staff informed the licensee that a transfer, at least to “no premises”, was required as well as surrendering the license. The licensee was also instructed they could no longer utilize event permits at other locations to continue operations.

A transfer to 290 North Yenlo Street, Suite 37 in the City of Wasilla, which is the same location as current license #6003 Meta & Rose, a restaurant/eating place license, was submitted to AMCO.

Issue #1: A transfer from a borough to a city, beverage dispensary to restaurant eating place is contemplated in AS 04.11.400(k) - above. There have been zero transfers from Matanuska – Susitna Borough in the last ten years. Historically, the ABC Board has approved transfers for AS 04.11.400(k) for the Fairbanks North Star Borough to either the City of Fairbanks or City of North Pole. These occurred in 2015.

Issue #2: Can a current beverage dispensary license operate separately, yet in the middle of another licensed premises? If the board approves this transfer of location; staff would require an AB-14: Change of Licensed Premises from Meta & Rose to remove the bar area from their current premises.

Staff Recommendation:

The ABC Board considers the information before them and determine if this transfer is compliant with AS 04 and 3 AAC 304.

Attachments: AB-01
AB-02
AB-03
Sublease & Commercial Lease



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

Why is this form needed?

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 Anchorage 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:	18-1, LLC	License #:	301		
License Type:	Beverage Dispensary	Statutory Reference:	04.11.090		
Doing Business As:	The Office				
Premises Address:	1987 E. Bogard Road, Units E&F				
City:	Wasilla	State:	Alaska	ZIP:	99654
Local Governing Body:	Mat-Su Borough				

Transfer Type:

- ☒ Regular transfer
☐ Transfer with security interest
☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	8/11/23	Transaction #:	100532387
Board Meeting Date:	8/22/23	License Years:	Renewed approved 7/6/23 23/24
Issue Date:		Examiner:	CC

AMCO



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:	18-1, LLC				
Doing Business As:	The Office				
Premises Address:	290 North Yenlo Street, Suite 37				
City:	Wasilla	State:	Alaska	ZIP:	99654
Community Council:	City of Wasilla				

Mailing Address:	101 N Ashlee Cir				
City:	Wasilla	State:	Alaska	ZIP:	99654

Designated Licensee:	Ashley Stetson				
Contact Phone:	907-232-1304	Business Phone:	907-232-1304		
Contact Email:	ashlee@wsiak.com				

Seasonal License? ☐ Yes ☒ No 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.

0.8 miles

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.

0.5 miles



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor 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).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, 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 corporation, 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 limited liability organization, 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:	18-1 Trust				
Title(s):	Member	Phone:	907-232-1304	% Owned:	100
Address:	101 N Ashlee Cir				
City:	Wasilla	State:	Alaska	ZIP:	99654



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Ashley Stetson				
Title(s):	Manager	Phone:	907-232-1304	% Owned:	0
Address:	101 N Ashlee Cir				
City:	Wasilla	State:	Alaska	ZIP:	99654

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

Entity Official:					
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 #:	10094401	AK Formed Date:	11/09/2018	Home State:	Alaska
Registered Agent:	Steven O'Hara	Agent's Phone:	907-223-5911		
Agent's Mailing Address:	2400 Nancy Circle				
City:	Anchorage	State:	Alaska	ZIP:	99516

Residency of Agent:

Yes No

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





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

Communication 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?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:



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

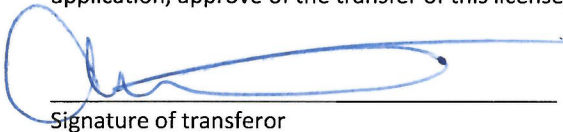
Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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.

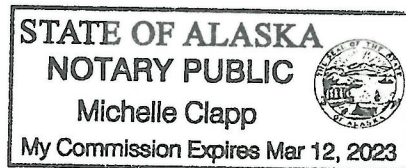


Signature of transferor

Ashley Stetson

Printed name of transferor

Subscribed and sworn to before me this 12th day of January, 2023.





Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: March 12, 2023

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

AMCO
JAN 25 2023



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:

Initials

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

AS

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

AS

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.

AS

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.

AS

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

AS

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

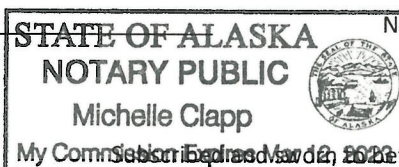
AS

Signature of transferee

Ashley Stetson

Printed name

Signature of Notary Public

Notary Public in and for the State of AlaskaMy commission expires: March 12, 2023Before me this 12th day of January, 2023

#301 The Office Transfer

Questions regarding the AB-02 Diagram

Diagram:

- Please provide an explanation on how your proposed licensed premises will be segregated from Meta & Rose's licensed premises, such as stanchions, pony wall, rope, etcetera.
- A hallway and a set of stairs are included in the proposed premises. Where are the stairs going? If that additional floor is part of your proposed premises, include a diagram of that floor with all the necessary requirements, including labeling of storage spaces, service, consumption.

Applicant Response

Diagram – the proposed licensed premises will match Meta & Rose's "red-lines". My counter-service area (bar) is the blocked-out area in red on the diagram. However, the red-line consumption area of the dispensary is the entire patron area of Meta & Rose (even though we will be independently owned and operated). The concept would be similar to 'Chilkoot Charlies'. We understand they have separate licenses, but ultimately the red-line consumption areas are the same. The stairs lead to a small mezzanine area with tables as depicted on the first page of the diagram.



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram**Why is this form needed?**

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 second page of this form may not be 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 Anchorage 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.

**Section 1 – Establishment Information**

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

Licensee:	18-1, LLC	License Number:	301		
License Type:	Beverage Dispensary				
Doing Business As:	The Office				
Premises Address:	290 North Yenlo Street, Suite 37				
City:	Wasilla	State:	AK	ZIP:	99654

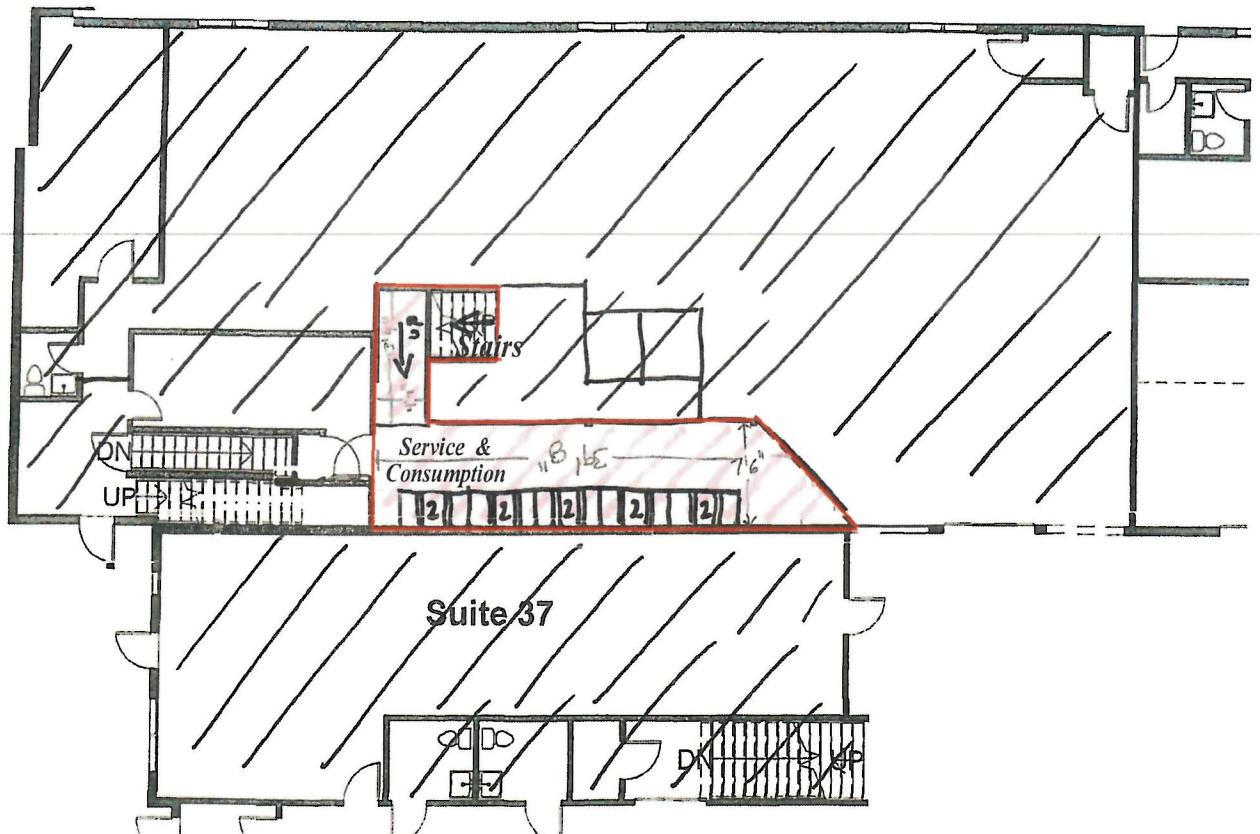
East Herning Ave.

18-1, LLC dba The Office
290 North Yenlo Street, Suite 37
Wasilla, Alaska 99654

2nd Floor Service Area Only:

North Yenlo Street

North Boundary Street



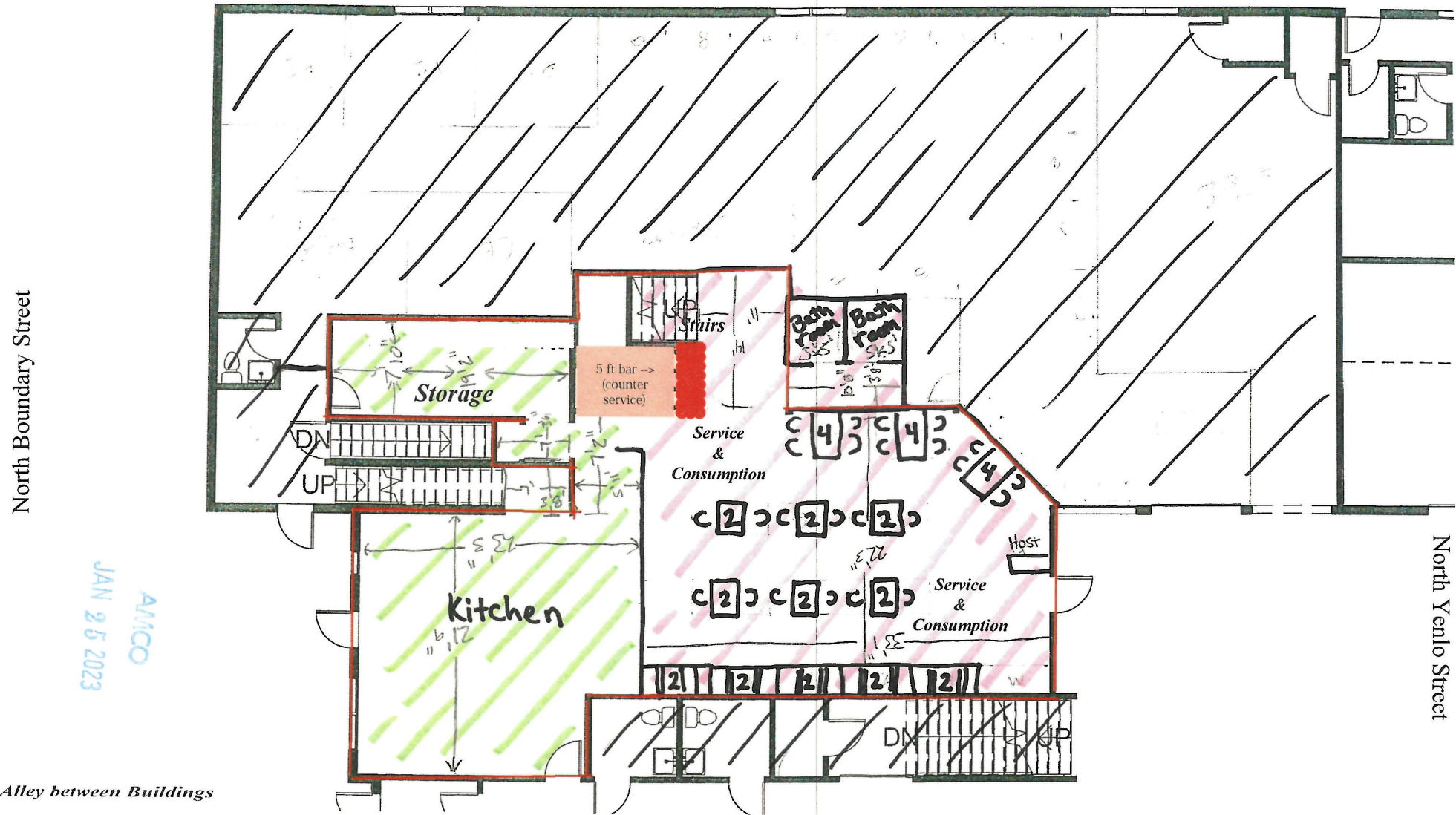
Alley between Buildings

AMCO
JAN 25 2023

18-1, LLC dba The Office
290 North Yenlo Street, Suite 37
Wasilla, Alaska 99654

East Herning Ave.

1st Floor Bar and Service Area: Estimated 1,929.79 sq ft.



#301 The Office Transfer

Questions regarding the AB-03 Restaurant Designation Permit Application

AB-03:

- The proposed licensed premises consists of the bar itself, therefore I don't believe that you qualify for the Restaurant Designation Permit (RDP) because The Office is not a bona fide restaurant as it does not have its own kitchen, menu, food safety permit. 3 AAC 304.725 states that an individual under 21 can dine on the premises if the premises is a bona fide restaurant.

3 AAC 304.910. Restaurant definition

(a) The board will use the following guidelines when determining what qualifies as a bona fide restaurant or eating place:

(1) the applicant demonstrates minimum standards for a kitchen to prepare food onsite, in accordance with 18 AAC 31.040(c) or municipal ordinance;

(2) the applicant provides a menu of food items, including entrees, that are regularly sold and prepared by the licensee on the licensed premises;

(3) the establishment has tables or counters for consuming food in a dining area on the premises; and

(4) the applicant includes a detailed plan to

(A) prevent access to alcohol by minors; and

(B) ensure that introduction or removal of alcoholic beverages is in compliance with AS 04.16.120.

*We can still put this before the board, if that is your wish but AMCO staff (Licensing & Enforcement) would likely not recommend the issuance of the RDP.

Applicant Response

AB-03 – I wasn't sure if the Board was going to require the restaurant designation information with the transfer packet, so I included that information to be transparent. But you are correct, 18-1, LLC does not operate as a restaurant, just within an area that is also serviced by a restaurant.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application**Why is this form needed?**

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 entrées prepared on-site 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:	18-1, LLC		
License Type:	Beverage Dispensary	License Number:	301
Doing Business As:	The Office		
Premises Address:	290 North Yenlo Street, Suite 37		
City:	Wasilla	State:	AK
		ZIP:	99654
Contact Name:	Ashley Stetson	Contact Phone:	907-232-1304

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):

- ☐ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☐ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☐ Employment for any persons under 21 years of age: AS 04.16.049(c)
NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	100532387
Initials:	cc

JAN 25 2023



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.)

Minors will only be allowed in the dining area

No Minors will be employed by 18-1, LLC

Minors may be employed at Meta & Rose Restaurant, but will not conduct any operations for 18-1, LLC (bar)

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.

18-1, LLC pouring service will be limited to the bar (counter) area only. Only 18-1, LLC employees or agents will be providing beverage service under this beverage dispensary license. It is the responsibility of 18-1, LLC to verify each patron's age with identification.

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

Yes ☒ No ☐

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:

Initials

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

AS

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



Alaska Alcoholic Beverage Control Board

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:

Sunday-Thursday: 9:00 am to 10:00 pm

Friday-Saturday: 9:00 am to 1:00 am

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

☐

No

☒

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

Food and beverage service offered or anticipated is:

☒

table service

☐

buffet service

☒

counter service

☐

other

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



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:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

AS

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

AS

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.

AS

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

AS

*(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 hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

AS

Ashley Stetson

Printed name of licensee

Signature of licensee

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

☐☐

Signature of local government official

Date

Printed name of local government official

Title



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-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

Limitations:

JAN 26 2023

DAY MENU

9 AM TO 4 PM

SCAN CODE
TO
PREVIEW
DISHER



BRUNCH

| BISCUITS & GRAVY | 8|16

Comforting biscuits & country sausage gravy made all in house, a single order or treat yourself to a double.

| BERRY FRENCH TOAST | 19

Cardamon, cinnamon, nutmeg egg battered French bread, topped w/ berry sauce and vanilla whipped cream.

| PORK BELLY TOAST | 23

Korean pork belly, scallion omelet, micro greens, sesame, pickled radish and garlic aioli on toasted French bread served w/ truffled potatoes.

| BLT EGGWICH | 17

Crispy bacon, fried eggs, tomato, lettuce, garlic aioli on toasted white bread served w/ truffled potatoes.

| EGG WHITE OMLETE | 15

A heart health choice. Egg whites, spinach and mushrooms with feta cheese. Served with a tomato slice.

| CROQUE MADAM | 24

Grilled ham & cheese sandwich topped w/ egg of your choice & smothered in hollandaise. Add asparagus +3.

| EGGS BENEDICT | 19

Classic eggs benedict with 2 poached eggs topped with premium ham and our rich hollandaise sauce served w/ truffled potatoes.

Add tomato slice +1 | Add lobster +10

| CINNAMON SUGAR BEIGNETS | 13

French doughnuts, cinnamon sugar and espresso chocolate ganache.

| CHICKEN FRIED CHICKEN | 20

Pan fried breaded chicken breast served with house sausage gravy, eggs of your choice and truffled potatoes.

| STEAK & EGGS | 48

16 oz Certified Angus Ribeye Steak, 2 eggs, truffled breakfast potatoes, add grilled onions mushrooms and peppers +3.5.

| SIDES & EXTRAS |

Cup of Fresh Fruit | 10 Truffled Potatoes | 8

Ham Slice | 5 Two Eggs | 2.5

Two Slices Bacon | 4 Toast | 3 English Muffin | 3

| HOUSE MADE SOUP |

Meta & Rose offers two soup choices per day, always fresh and made in our kitchen.

[Bowl 10 | Cup 6 |

APPETIZERS

| KOREAN PORK BELLY | 19

Sesame-umami glazed and seared pork belly, chipotle aioli, pickled radish, carrot and red onion.

| PESTO CHICKEN FLATBREAD | 17

House made pesto, grilled chicken, roasted garlic and sun dried tomato.

| SESAME GINGER AHI POKE | 21

Umami marinated ahi tuna, sesame, green onion, avocado, ginger and wonton shells.

| FIRE ROASTED POBLANO & ARTICHOKE DIP (V) | 18

Fire-roasted poblano peppers, marinated artichoke hearts, cream cheese and parmesan.

ENTREE SALAD

| PRIME RIB WEDGE SALAD | 32

Stone ground mustard peppercorn and salt encrusted prime rib, bleu cheese dressing, tomatoes, bleu cheese crumbles, crispy bacon, onion straws and a balsamic reduction.

| SESAME ENCRUSTED TUNA SALAD | 30

Rare sesame seared ahi, wonton strips, pickled veg and sesame ginger dressing on a bed of fresh greens.

| META BRIE & PEAR SALAD | 26

Arugula, brie, candied pecans, pears and crispy bacon with a champagne vinaigrette.

| SIDE SALADS |

Add Halibut 8 | Chicken 6 | Shrimp 9 | Scallops 10 | Entree size 6

| CHIPOTLE CAESAR | 10

Romaine, chipotle Caesar, shaved parmesan, roasted garlic croutons, grape tomato and lemon.

| HOUSE SALAD | 10

Romaine, arugula, red cabbage, carrot, grape tomato with roasted garlic croutons and shaved parmesan.

LUNCH

Served with fries seasoned with your choice of Salt & Pepper, Vinegar & Dill, BBQ, or Cajun.

| THE BLT | 18

Truffle honey glazed bacon, lettuce, tomato and garlic aioli on toasted white bread.

| FRENCH WELLINGTON | 26

Beef tenderloin, mushroom, brie, bacon, French bread, garlic aioli and rosemary au jus.

| GREEN CHILE BISON SLIDERS | 24

Bison, beef, fire roasted green chiles, chipotle aioli, gruyere, greens on a slider bun.

| FRIED HALIBUT SANDWICH | 26

Fried Alaskan halibut, slaw mix, tomato with fresh dill tartar sauce served on a ciabatta bun.

| THE GRILLED CHEESE | 19

Mozzarella, gruyere, cheddar, and a parmesan toasted bread served w/ a cup tomato bisque.

| HOT CHICKEN SANDWICH | 24

Freshly dredged and fried chicken breast served with our signature hot sauce, lettuce, tomato and garlic aioli served on a ciabatta roll.

| MUSHROOM & GRUYERE BURGER | 26

Hand pressed patty, garlic aioli, sautéed mushrooms, bacon & gruyere on top of a ciabatta roll.

| CLASSIC BURGER | 21

Hand pressed patty, lettuce, tomato, onion, cheddar cheese and garlic aioli on a toasted ciabatta roll.

| THE PHILLY CHEESESTEAK | 26

Peppercorn, sea salt and mustard encrusted Dry Aged Certified Angus Prime Rib, peppers and onions, provolone cheese with an herbed demi-glace on a house made torpedo roll. Add au jus + 1.50.

A consumer advisory is a statement about the risks of eating raw or undercooked menu items. If you serve any undercooked animal products at your establishment, the FDA requires you to publish a consumer advisory. Undercooked animal products carry an increased risk of foodborne illness.

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JAN 25 2023



APPETIZERS

| PESTO CHICKEN FLATBREAD |17
House made pesto, grilled chicken, roasted garlic and sun dried tomato.

| FIRE ROASTED POBLANO &
ARTICHOKE DIP (V) |18
Fire-roasted poblano peppers, marinated artichoke hearts, cream
cheese and parmesan.

| BACON WRAPPED APRICOTS |21
Apricot stuffed w/ goat cheese and a spicy candied hazelnut,
wrapped in bacon & topped with a balsamic drizzle on a bed of
arugula and fennel w/ a champagne vinaigrette.

| GREEN CHILE BISON SLIDERS |20
Bison, beef, green chiles, chipotle aioli, gruyere, greens on a slider
bun.

| KOREAN PORK BELLY |19
Sesame-umami glazed and seared pork belly, chipotle aioli,
pickled radish, carrot, & red onion.

| BRUSCHETTA(V) |16
Marinated tomatoes, fresh mozzarella, fresh basil, balsamic
reduction over a crostini.

| SESAME GINGER AHI POKE |21
Umami marinated ahi tuna, sesame, green onion, avocado, ginger
and wonton shells.

| LOBSTER DEVILED EGGS |21
Local organic eggs, fresh dill, lemon, lemon infused olive oil topped
with chilled lobster seasoned with smoked paprika and onion served
with a lime wedge.

SOUP

Meta & Rose
offers two soup
choices per day!
Always fresh and
made daily
in our kitchen.
| Bowl 10 | Cup 6 |

SIDE SALADS

Add Halibut 8 | Chicken 6 | Shrimp 9 | Scallops 10 | Entree Size 6

| HOUSE SALAD |10
Romaine, arugula, red cabbage, carrot, grape tomato with roasted
garlic croutons and shaved parmesan.

| CHIPOTLE CAESAR |10
Romaine, chipotle caesar dressing, shaved parmesan, roasted
garlic croutons, grape tomato and lemon.

ENTREES

| RIBEYE STEAK |49
16 oz Certified Angus Beef 3-month Dry Aged Ribeye cooked in a
compound butter topped with sautéed mushrooms and onions served w/
asparagus & truffle mashed potatoes (GF). Add shrimp 9.

| ROSEMARY TENDERLOIN |51
Seared beef tenderloin, mushroom bordelaise, herb compound butter
served w/ asparagus & truffle mashed potatoes (GF).

| SLOW BRAISED SHORT RIBS |45
Red wine braised short ribs served w/ broccolini & truffle mashed
potatoes.

| LEMON GARLIC HALIBUT |37
Pan seared halibut, lemon garlic cream sauce, fried fingerling potatoes
and asparagus.

| BEER BRAISED CHICKEN
QUARTER |39
Chicken quarter braised in milk stout and fig, served with lemon
risotto & broccolini.

| HAZELNUT CHICKEN |38
Hazelnut encrusted chicken breast, mango raspberry chutney, lemon
reduction served w/ asparagus & truffle mashed potatoes.

| CAJUN SHRIMP & SAUSAGE |35
Creamy tomato based pasta, spicy shrimp & reindeer sausage.

| SCALLOP & PORKBELLY
SWEETPEA RISOTTO |39
Lemon and sweetpea risotto with pan seared scallops and porkbelly.

| DIRTY CHICKEN ALFREDO |32
Chicken sautéed in compound butter, white wine, garlic and parmesan
with rosemary asiago cream sauce. Add mushrooms 3. Add shrimp 9.

| PRIME RIB WEDGE SALAD |32
Stone ground mustard peppercorn and salt encrusted prime rib, house
made bleu cheese dressing, tomatoes, bleu cheese crumbles, crispy
bacon and onion straws with a balsamic reduction.

| META BRIE & PEAR SALAD |26
Arugula, brie, candied pecans, pears and crispy bacon with a champagne
vinaigrette.

| SESAME ENCRUSTED TUNA
ENTREE SALAD |30
Rare sesame seared ahi, wonton strips, pickled veg and avocado with
champagne vinaigrette on a bed of fresh greens.

| THE PHILLY CHEESESTEAK |26
Peppercorn, sea salt and mustard encrusted Dry Aged Certified Angus
Prime Rib, peppers and onions, provolone cheese with an herbed demi-
glace on a house made torpedo roll. Served with seasoned steak fries.
Add au jus +1.50.

| FRENCH WELLINGTON
SANDWICH |26
Beef tenderloin, mushroom, brie, pancetta, French bread, garlic aioli and
rosemary au jus served with seasoned steak fries.

| MUSHROOM & GRUYERE
BURGER |26
Hand pressed patty, garlic aioli, sautéed mushrooms, bacon, gruyere on
top of a ciabatta roll, served with seasoned steak fries.

| CLASSIC BURGER |21
Hand pressed patty, lettuce, tomato, onion, cheddar cheese, garlic
aioli on a toasted ciabatta roll served with seasoned steak fries.

| *SAT. ONLY* | PRIME RIB
Slow cooked Certified Angus Beef (aged 3 mos) encrusted in
peppercorn, mustard seed and sea salt, w/ rosemary au jus and
horseradish cream fraiche, mashed potatoes and seasonal veggies.
Available after 5:30 pm on Saturday nite. 8 oz \$42 | 16 oz \$52

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JAN 25 2023



Alaska Food Code 2023 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 11703
Issued to: META & ROSE CO
For: Meta & Rose
For Operation of: FF-1 Food Service
Located at: 189 E Nelson AVE # 205 Wasilla, AK 99654

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, 2023

Program Manager:

A handwritten signature in black ink, appearing to read "K. M. S. O'V", is written over the printed name of the Program Manager.

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

1-87-SAFE-FOOD

(in Anchorage call 334-2560)



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JAN 25 2023

#301 The Office Transfer

Questions regarding the Lease/Sublease

Lease & Sublease:

- Meta & Rose's lease with Legacy Clock Tower LLC states in Section 6.01 Assignment and Subletting: "Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Space Leased without the prior written consent of Landlord." (Page 5 of referenced lease is attached and highlighted for your convenience)
 - The sublease you have provided does not contain any written consent from Legacy Clock Tower LLC.
- The sublease you have provided is missing the premises address in Section III. Description of Leased Premises.
- Additionally, Section X. Expenses of the sublease is missing initials from both the Subtenant and Tenant.

*I do not need this information for the board meeting – I would consider this as part of the delegation, but if you turned it in earlier that's great too.

Applicant Response

Lease & Sublease – We understand this is bit ambiguous. We are working on getting an addendum to the lease to help iron out any confusion. We have full permission to operate within this area under both leases. I will forward that information as soon as it's received.

COMMERCIAL SUBLEASE AGREEMENT

I. THE PARTIES. This Commercial Sublease Agreement ("Agreement") is made on 02/22, 2023, by and between:

Landlord: Legacy Clock Tower LLC. ("Landlord"), with a mailing address of 436 North Main Street Wasilla, State of Alaska, and

Tenant: Meta & Rose Co. ("Tenant"), with a mailing address of 189 East Nelson Avenue PMB 205 Wasilla, State of Alaska, and

Subtenant: 18-1 LLC. ("Subtenant"), with a mailing address of 101 North Ashlee Circle Wasilla, State of Alaska.

HEREINAFTER the Landlord, Tenant, and Subtenant shall be collectively referred to as the "Parties" and agree as follows:

II. ORIGINAL LEASE. The Parties recognize that the Tenant is subletting the Premises described in Section III of this Agreement. This Agreement shall be subject to the terms and conditions of the master lease ("Master Lease") that exists between the Landlord and Tenant and dated January 1st, 2021.

III. DESCRIPTION OF LEASED PREMISES. The Tenant agrees to lease to the Subtenant:

Mailing Address: 101 North Ashlee Circle Wasilla, State of Alaska.

a.) Square Feet: 25 SF

b.) Type of Space: Bar Counter Service.

Hereinafter known as the "Premises."

IV. SUBLET. The Tenant agrees to sublet: (check one)

☐ - All of the space under the Master Lease.

☒ - Part of the space under the Master Lease.

V. ATTACHED PLAN. The Tenant: (check one)

☒ - Has attached a floorplan/layout to this Agreement.

☐ - Has not attached a floorplan/layout to this Agreement.

VI. USE OF LEASED PREMISES. The Tenant is leasing the Premises to the Subtenant and the Subtenant is hereby agreeing to lease the Premises for the following use and purpose: To Provide Bar Counter Service for Meta & Rose CO. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Tenant only.



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JAN 25 2023

VII. LEASE TYPE. This Agreement is a: (check one)

☒ - Fixed Lease. The Sublet shall be allowed to occupy the Premises starting on 02/01, 2023, and end on 02/01, 2024 ("Lease Term"). At the end of the Lease Term and no renewal is made, the Subtenant: (check one)

☐ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

☒ - Must vacate the Premises or renew under the terms mentioned in Section IX.

☐ - Month-to-Month Lease. The Subtenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____, and ending upon notice of ____ days from either Party to the other Party ("Lease Term").

VIII. RENT. The net monthly payment from the Subtenant shall be: (check one)

☒ - The Same Amount. The Subtenant shall pay \$500.00 for the Lease Term, payable monthly with the first payment due on the commencement of this Agreement and each monthly installment payable thereafter on the 1st day of each month.

☐ - Different Amounts. During the Lease Term the Rent shall be paid in the following amounts for the following periods:

Period 1

Rent Amount: \$ _____ Start Date: _____,
20____ End Date _____, 20____

Period 2

Rent: \$ _____
Start Date: _____, 20____ End Date _____,
20____

Period 3

Rent: \$ _____
Start Date: _____, 20____ End Date _____,
20____

Hereinafter known as the "Rent." The Rent for any period during the term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly rent.

IX. OPTION TO RENEW. The Subtenant: (check one)

☐ - May not renew this Agreement.



JAN 25 2023

☒ - May have the right to renew this Agreement with a total of 3 renewal period(s) with each term being 1 year(s) 0 month(s) which may be exercised by giving written notice to Tenant no less than 60 days prior to the expiration of the Agreement or renewal period.

Rent for each option period shall: (check one)

☒ - Not increase.

☐ - Increase by: (check one)

☐ - _____ %

☐ - \$ _____

☐ - The amount calculated by multiplying the Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

☐ - Other: _____

X. EXPENSES. (check and initial one)

☒ - **GROSS.** Subtenant's Initials _____ Tenant's Initials _____

It is the intention of the Parties that this Agreement be considered a "Gross Lease" and as such, the Rent is the entirety of the monthly rent. Therefore, the Subtenant is not obligated to pay any additional expenses which may include utilities, real estate taxes, insurance (other than on the Subtenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises and shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Subtenant shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Subtenant will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord and Tenant as an "also named insured" and shall provide the Landlord and Tenant with a copy of such insurance certification or policy prior to the effective date of this Agreement.

☐ - **MODIFIED GROSS.** Subtenant's Initials _____ Tenant's Initials _____

It is the intention of the Parties that this Agreement shall be considered a "Modified Gross Lease".

In addition to the Rent, the **Subtenant** shall be obligated to pay the following monthly expenses:

Tenant shall pay the following monthly expenses:

☐ - **TRIPLE-NET (NNN)**. Subtenant's Initials _____ Tenant's Initials _____

It is the intention of the Parties that this Agreement shall be considered a "Triple Net Lease".

a.) Operating Expenses. The Tenant shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Subtenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Agreement and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Tenant of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

b.) Taxes. Subtenant shall pay, during the term of this Agreement, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Subtenant, at Tenant's option, shall pay to Tenant said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Subtenant does not make any tax payment required hereunder, Subtenant shall be in default of this Agreement.

c.) Insurance. Subtenant shall maintain, at all times during the Lease Term, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to the Landlord

and Tenant, properly protecting and indemnifying the Landlord and Tenant with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Lease Term, Subtenant shall furnish the Landlord and Tenant with certificate(s) of insurance, in a form acceptable to the Landlord and Tenant, covering such insurance so maintained by Subtenant and naming the Landlord and Tenant and Landlord's mortgagees, if any, as additional insured.

XI. SECURITY DEPOSIT. In addition to the above, a deposit in the amount of \$500.00 shall be due and payable in advance or at the signing of this Agreement, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Tenant in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Agreement. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Tenant.

XII. LEASEHOLD IMPROVEMENTS. The Subtenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Tenant in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Tenant at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Subtenant makes any improvements to the Premises, the Subtenant shall be responsible payment, except the following: N/A

Nothing in the Agreement shall be construed to authorize the Subtenant or any other person acting for the Subtenant to encumber the rents of the Premises or the interest of the Subtenant in the Premises or any person under and through whom the Subtenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Subtenant be construed to be the agent, employee or representative of the Tenant. In the event a lien is placed against the Premises, through actions of the Subtenant, Subtenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Subtenant fails to have the Lien removed, the Tenant shall take steps to remove the lien and the Subtenant shall pay Tenant for all expenses related to the Lien and removal thereof and shall be in default of this Agreement.

XIII. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Subtenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Tenant, Landlord, and/or their agents or any local, state, or federal officials upon demand.

XIV. OBLIGATIONS OF SUBTENANT. The Subtenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Subtenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Subtenant, or their employees, can do and perform on their own, including but not limited to the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Subtenant shall properly maintain the Premises in a good, safe, and clean condition. The Subtenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Subtenant, their employees, agents, business invitees, or any independent contractors serving the Subtenant or in any way as a result of Subtenant's use and occupancy of the Premises, then the Subtenant shall be primarily responsible for seeing that the proper claims are placed with the Subtenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion, including notice to the Tenant and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Subtenant.

The Subtenant shall, during the term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Subtenant or her guests or invitees. Furthermore, the Subtenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Subtenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XV. INSURANCE. In the event the Subtenant fails to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Tenant may, but shall not be required to, obtain the same and charge the Subtenant for same as additional rent. Furthermore, Subtenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Subtenant, then Subtenant shall pay to Tenant, upon demand, such increase in insurance premium as shall be caused by said use or Subtenant's proportionate share of any such increase.

XVI. SUBLET/ASSIGNMENT. The Subtenant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Tenant.



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JAN 25 2023

XVII. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Subtenant and which precludes or adversely affects the Subtenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Subtenant and until the demised Premises have been put in a condition at the expense of the Tenant, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Tenant's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XVIII. DEFAULT AND POSSESSION. In the event that the Subtenant shall fail to pay said Rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Tenant may declare the Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Subtenant's personal property, equipment or fixtures left on the Premises which items may be held by the Tenant as security for the Subtenant's eventual payment and/or satisfaction of rental defaults or other defaults of Subtenant under the Agreement. It is further agreed that if the Subtenant is in default, the Tenant shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Tenant in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Tenant may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Subtenant's, at the Subtenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Subtenant's property, including the storage of the same, under reasonable terms and conditions at Subtenant's expense, and, in addition, it is understood that the Tenant may sue the Subtenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 10 days after due date shall accrue a payment penalty of one of the following: (check one)

☐ - Interest at a rate of _____ percent (____%) per annum on a daily basis until the amount is paid in full.

☒ - Late fee of \$100.00 per day until the amount is paid in full.



4/1/2023

JAN 25 2023

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

XIX. INDEMNIFICATION. The Subtenant hereby covenants and agrees to indemnify, defend and hold the Tenant harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Subtenant's use and occupancy of the Premises, and further shall indemnify the Tenant for any losses which the Tenant may suffer in connection with the Subtenant's use and occupancy or care, custody and control of the Premises. The Subtenant also hereby covenants and agrees to indemnify and hold harmless the Tenant from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Tenant is not aware of at the signing of the lease or at any time during the Lease Term.

XX. BANKRUPTCY - INSOLVENCY. The Subtenant agrees that in the event all or a substantial portion of the Subtenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Subtenant make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Subtenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Tenant hereunder or by law provided, it shall be lawful for the Tenant to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Subtenant shall have no further claim thereon.

XXI. SUBORDINATION AND ATTORNMEN. Upon request of the Tenant, Subtenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property; provided, however, that in such case the holder of such mortgage, or the Tenant under such Agreement, shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Agreement, so long as the Subtenant shall not be in default under the terms of this Agreement. Subtenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Subtenant shall, in the event of the sale or assignment of Tenant's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of the Premises, or in the event of exercise of the power of sale under any mortgage made by Tenant covering the Premises, attorn to the purchaser and recognize such purchaser as Tenant under this Agreement.

XXII. MISCELLANEOUS TERMS.

a.) Usage by Subtenant. Subtenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Subtenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that



APCO

JAN 25 2023

may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Subtenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Subtenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

b.) Signs. Subtenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Tenant's prior written consent and the approval of the local and State municipalities. Thereafter, Subtenant agrees to maintain such sign or advertising matter as first approved by Tenant in good condition and repair. Furthermore, Subtenant shall conform to any uniform reasonable sign plan or policy that the Tenant may introduce with respect to the building. Upon vacating the Premises, Subtenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

d.) Condition of Premises/Inspection by Subtenant. The Subtenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Tenant makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Tenant shall not be liable for any latent or patent defect therein. Furthermore, the Subtenant represents that Subtenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

e.) Right of Entry. It is agreed and understood that the Tenant and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Tenant under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XXIII. ESTOPPEL CERTIFICATE. Subtenant at any time and from time to time, upon at least ten (10) days prior notice by Tenant, shall execute, acknowledge and deliver to Tenant, and/or to any other person, firm or corporation specified by Tenant, a statement certifying that the Agreement is unmodified and in full force and effect, or if the Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Tenant under this Agreement and, if so, specifying each such default.

XXIV. HOLDOVER. Should Subtenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Tenant so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXV. WAIVER. Waiver by Tenant of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

XXVI. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Alaska.

XXVII. NOTICES. Payments and notices shall be addressed to the following:

Tenant

Meta & Rose Co.
189 E Nelson Ave #205
Wasilla, AK 99654

Subtenant

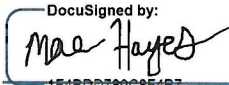
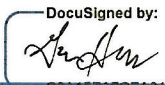
18-1 LLC.
101 N Ashlee Cir
Wasilla, AK 99654

XXVIII. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the Parties with all the formality of the original.

XXIX. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Tenant and the Subtenant and/or their respective successors, heirs, assigns, executors and administrators.

XXX. ADDITIONAL TERMS & CONDITIONS N/A

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 23rd day of January, 2023.

Tenant's Signature   **Date** 1/24/2023
DocuSigned by: 1F4BDD780C8F4B7... C8A15EA7CEA34C2...
Print Name Mae Hayes Garic Hayes

Subtenant's Signature  **Date** 1/23/2023
DocuSigned by: A2014B300DD24B1...
Print Name Ashlee Stetson

AMCO
JAN 25 2023

18-1, LLC dba The Office
290 North Yenlo Street, Suite 37
Wasilla, Alaska 99654

East Herning Ave.

1st Floor Bar and Service Area:

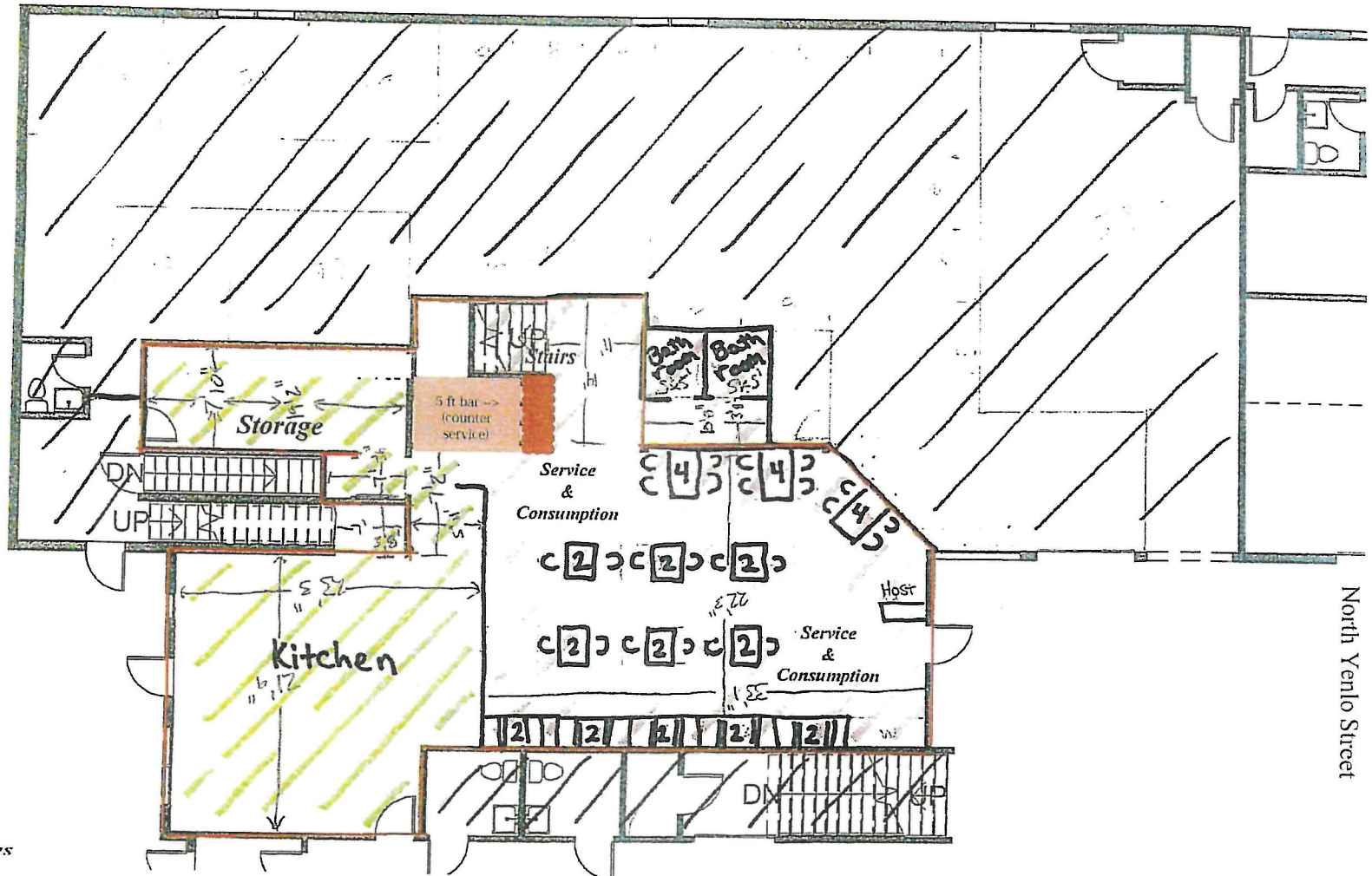
Estimated 1,929.79 sq ft.

North Boundary Street

AMCO

JAN 25 2023

Alley between Buildings



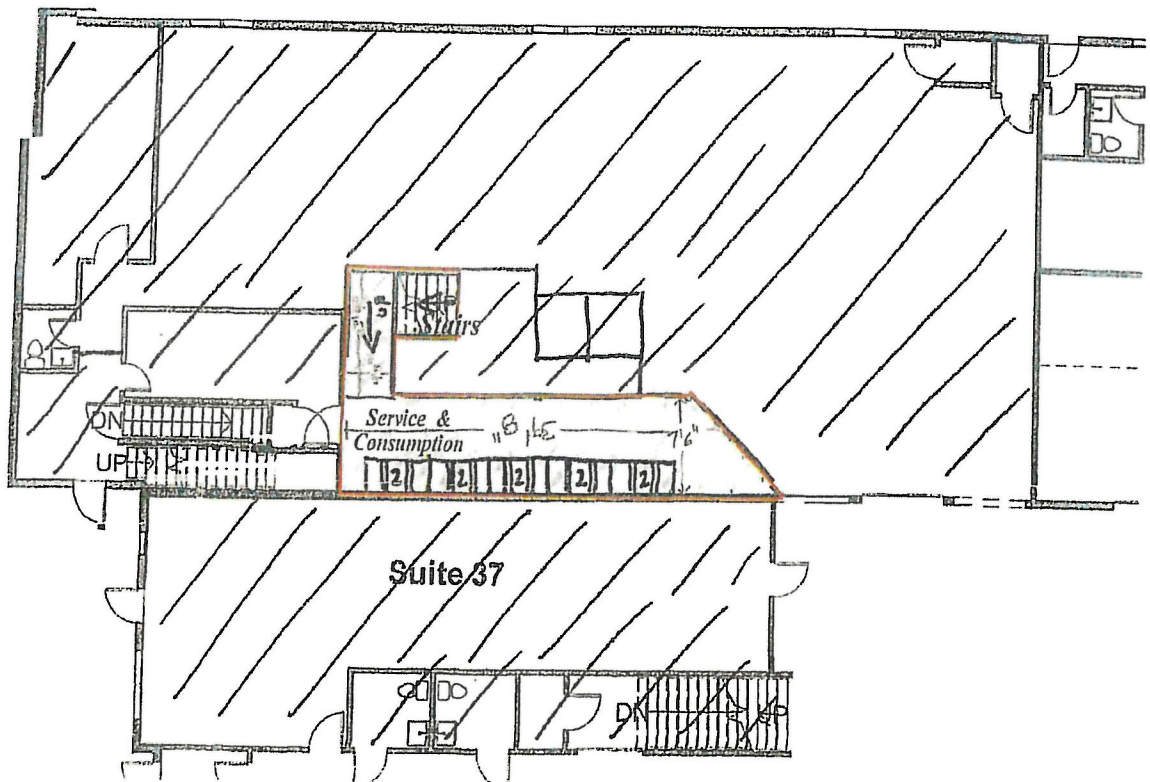
East Herning Ave.

18-1, LLC dba The Office
290 North Yenlo Street, Suite 37
Wasilla, Alaska 99654

2nd Floor Service Area Only:

North Yenlo Street

North Boundary Street



Alley between Buildings

AMCO
JAN 25 2023

907-373-8726

907-376-8017

info@legacyventuresak.com

436 N. Main
Wasilla, AK 99664

COMMERCIAL LEASE

This Commercial Lease ("Agreement") between Legacy Clock Tower LLC, a corporation organized under the laws of the State of Alaska, having its Principal place of business at 436 North Main Wasilla, State of Alaska, herein referred to as "Landlord," and Garic & Mae Hayes / Meta & Rose C.D. herein referred to as "Tenant."

ARTICLE I LEASE TERM

The term of this lease shall be for 5 years to commence on Jan 1, 2021 and terminate on Dec 31, 2025 unless sooner terminated by a breach of the terms and conditions of this lease by the Tenant, by the Landlord, or by mutual agreement of the parties. The Landlord hereby leases to Tenant and Tenant hereby rents from Landlord for the Term hereinafter provided, the premises located at 290 N. Yenlo St. Suite 37, Wasilla, Alaska.

1.0 COMMENCEMENT OF TERMS

In the event the application of the foregoing commencement provision results in a commencement date other than on the first day of the calendar month, the rent shall be prorated on the basis of a thirty-day month and the term of the lease shall commence on the first day of the calendar month next succeeding.

1.02 USE OF ADDITIONAL AREAS

The use and occupancy by the Tenant of the leased premises shall include the use in common with others entitled thereto of the common area, employees' parking area, service road, loading facilities, sidewalk and customer car parking areas, shown and designated from time to time by the Owner, subject, however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time.

1.03 SURRENDER OF POSSESSION

On the last day of the term, or on the sooner termination thereof, Tenant shall peaceably and quietly leave and surrender to Landlord the Space Leased. The Tenant shall ensure the Leased Space is in good order and repair, all alterations, additions and improvements which may have been made to or upon the premises prior to the surrender of the Space Leased. If the last day of the term of this Lease falls on Sunday, this Lease shall expire on the business day immediately preceding it. Tenant, on or before said date, shall remove all property from the Space Leased, and all property not so removed shall be deemed abandoned by the Tenant. If said Space Leased be not surrendered at the end of the term, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Space Leased, including without limitations any claims made by any succeeding Tenant founded on such delay.

1.04 POSSESSION PRIOR TO TERM OF LEASE

If permission is given by the Landlord to the Tenant to enter into possession of the Space Leased, or to occupy premises other than the Space Leased, prior to the date herein fixed for the commencement of the leased term, such occupancy by the Tenant shall be deemed under all the terms, covenants and conditions of this Lease; except as to the covenant to pay rent which shall be separately identified by Landlord and Tenant in writing. Prior to possession, Tenant must give evidence to Landlord of certificates of insurance as set forth in Article VII and pay the required security deposit.

ARTICLE II SPACE LEASED

2.01 CONDITION OF PREMISES

Tenant has leased Suite 37 after an examination of the same, and except as herein expressly provided, (necessarily including construction, if any, to be undertaken or completed by Lessor as contemplated in Section 10.01) accepts such space without further representation on the part of the Landlord.

2.02 CONTROL OF COMMON AREAS BY LANDLORD

The Landlord shall maintain parking areas on a portion of the Premises on which the shopping center complex is erected. Said parking areas shall be for the joint use of the Tenants in the shopping center complex and for the use of the Tenant's customer, visitors and invitees. The Landlord shall designate an area for the parking of employees' vehicles which may be designated off the premises of the Clock Tower. Employees of the Tenant shall be permitted to park their cars only in the areas designated for the employee parking. On site employee parking is limited to 1 spot per 800 sq. feet of leased space. If a vehicle is parked in the loading zone that is not actively loading, it will be towed. The employee parking area is subject to change at the sole discretion of the Landlord.

Trucks will be expeditiously unloaded and not permitted to park except for such periods of time as shall be reasonably necessary for loading and unloading or be subject to towing and incurred fees. Tenant shall move all unloaded freight into the Space Leased immediately.

Landlord may allow use of the common area for promotional or special events. Requests shall be made ten (10) days in advance. All decorations must be removed in a timely manner after the holiday. Landlord reserves the right and privilege to disallow any event or decoration not considered appropriate.

Landlord will operate and maintain the common facilities referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, the Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to common areas and vicinities. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, which license shall not be revoked so long as this Lease remains in effect. The Landlord shall at all times maintain the common areas and facilities referred to herein in good order and repair.

2.03 QUIET ENJOYMENT

Tenant upon paying the rents and performing all of the terms and covenants, shall peaceably and quietly enjoy the Space Leased subject to the terms of this Lease.

2.04 LANDLORD'S RIGHT OF ENTRY

Tenant, at any time during the term of this Lease, shall permit inspection of the Space Leased during reasonable hours by the Landlord or Landlord's agents or representative, and an emergency key shall be provided to the Landlord or his designee for entrance into the Space Leased. Landlord reserves the right to enter on the Premises at reasonable times after notice to inspect, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the Building or Premise, and Tenant shall permit Landlord to do so. Landlord may erect scaffolding, fences, and similar structures, post relevant alterations or additions repairs, all without incurring liability to Tenant for disturbance of quiet enjoyment of the Premises or Building, or loss of occupation thereof, provided Landlord is not negligent and uses best efforts not to interfere with Tenant's business.

ARTICLE III RENT

3.01 COVENANT TO PAY RENT

Tenant covenants to and shall pay rent to Landlord at:

MAILING AND PHYSICAL Legacy Clocktower LLC
436 N. Main
Wasilla, AK 99654

Start date	End date	Rate	Monthly rent
Jan 2021	Dec 2021	\$0	\$0
Jan 2022	Dec 2022	\$2.50	\$4765
Jan 2023	Dec 2023	\$2.50	\$4765
Jan 2024	Dec 2024	\$2.50	\$4765
Jan 2025	Dec 2025	\$2.50	\$4765

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, fixed monthly rental of \$4765 commencing on Jan 1, 2022 for the remainder of the lease period. Minimum monthly rent for the first month or portion of it shall be paid on the day the term commences. Minimum monthly rent for any partial month shall be prorated at the rate of one-thirtieth (1/30th) of the monthly rent per day. Rent not paid within five (5) days of the first of each month shall be subject to a \$50.00 fee per occurrence and bear interest from the date due until paid at the current maximum legal rate of interest stated in Alaska Statute 45.45.010 Legal Rate of Interest, Prepayment of Interest. Simultaneously with the execution of this Lease, Tenant will pay to the Landlord the first month's rent of \$0. Last Month's rent of \$0 will also be paid to Landlord.

3.02 SECURITY DEPOSIT

A security for payment of rent provided herein, and as security for the faithful performance of all other terms, conditions, and covenants set forth herein to be performed by Tenant, the Tenant has deposited with the Landlord the sum of \$0. The security deposit shall be held by Landlord without liability for interest. The security deposit is not an advance payment of rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the security deposit. Tenant shall, on demand, restore the security deposit to its original amount. Landlord shall return any unapplied portion of the security deposit to Tenant within forty-five (45) days after the later to occur of: (1) the date Tenant surrenders possession of the Building and Premises to Landlord in accordance with this Lease; or (2) the date this Lease expires.

ARTICLE IV USE OF PREMISES

4.01 USE OF PREMISES

Tenant shall use the Space Leased solely for the breakfast, lunch and dinner food service and shall not use permit or suffer the use of the Space Leased for any other business, act, or purpose.

Use and occupancy by Tenant of the space leased shall include the free and uninterrupted right of access to the Space Leased by means of doorways, passages, stairways, and entrances to the building which afford access to the Space Leased but confers no rights either with regard to the subsurface of the land below the floor level of the building or with regard to air space above the ceiling of the building.

Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the clock tower itself, roof and exterior walls of the building of which the Space Leased forms a part or any of the walks and other common areas beyond the Space Leased including but not limited to the vehicular parking area adjoining such building.

4.02 RULES AND REGULATIONS OF BUILDING

As a condition to the use of the premises, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for any and all tenants in the building. Landlord shall not be responsible for the non-observance by any other Tenant of said rules and regulations. The Clock Tower is a non-smoking and pet-free complex in its entirety. A violation of the no smoking/no pet policy may result in the forfeiture of the security deposit and eviction at the sole discretion of the Landlord. Pet does not include service animals as provided for by state and federal law.

4.03 BUSINESS DAY

Tenant business hours must reflect The Clock Tower business hours of 10 a.m. to 6 p.m., Monday – Saturday, and no earlier than 6 a.m. each morning and may remain open no later than 10 p.m. at night, unless upon express written permission of Landlord. Written permission for section 4.03, would include electronic communication. Tenant agrees that common areas will not be used before or after business hours without permission of the Landlord. The Clock Tower is not open on Sundays but individual businesses may opt to be open Sundays. Common area janitorial services are not provided on Sunday.

4.04 RESTRICTION AGAINST UNPERMITTED ACTIVITIES

Tenant shall not exhibit, sell or offer for sale on the Space Leased or in the building any article or thing except those items essentially connected with the stated use of the Space Leased set forth above by the Tenant without the advance written consent of the Landlord. Tenant will not make or allow to be made any use of the Space Leased of any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or which directly or indirectly is forbidden by any federal, state or local law, ordinance (including the downtown overlay district regulations), statute or regulation or which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the building or covering its operation, or which will suffer or permit the Space Leased or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair the character, reputation or appearance of the building as a first class retail building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the property.

4.05 SIGNAGE

Tenant shall not display, inscribe, print, paint, maintain or affix on any place in or about the building any sign, notice, legend, direction, figure, writing or advertisement device without the express written approval of Landlord. A sign for the exterior of the suite, the exterior of the building and the monument sign must be purchased, at the cost of the Tenant, from the approved designs and preferred sign contractor.

The listing of any name other than that of Tenant, whether on the doors of the Space Leased or otherwise, shall not operate to vest any right or interest in this Lease or in the Space Leased or be deemed to be the written consent of Landlord relating to assignment and subletting, being expressly understood that any such listing is a privilege extended by Landlord revocable at will, at any time, by written notice to Tenant.

4.06 ADVERTISING

Tenant may not use the name of the building and may not use pictures or likeness of the building in any circulars, notices, advertisement or correspondence without Landlord's written consent; written consent for section 4.06 includes electronic writings. Landlord reserves the right and privilege to require any Tenant using the building name or image in a manner deemed inappropriate, to rescind and desist further advertising of that nature. Landlord will not be responsible for costs associated with the request.

4.07 SECURITY

No additional locks or similar devices shall be attached to any door or window without Landlord's consent. No keys for any door other than those provided by Landlord shall be made. All keys must be returned to Landlord at the expiration or termination of this Lease. If a key is stolen, lost or there comes a need to re-key a lock due to accident or the negligence of the Tenant the Tenant will be responsible for all reasonable costs associated with re-keying said lock. Reasonable cost may include the re-keying of all locks throughout the building if a master key has been stolen, lost or mislaid.

4.08 EXTRAORDINARY USE

All persons entering or leaving the building after hours on Monday through Saturday, or at any time on Sundays, and holidays, may be required to do so under such regulations as Landlord may establish. Landlord may exclude or expel any paddler at any time.

4.09 FLOOR LOAD LIMIT

Tenant shall not overload any floor. Landlord may direct the time and manner of delivery, routing and removal, and the location of safes and other heavy articles.

4.10 USE OF COMMON AREA

The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to the egress from the Space Leased. Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the sole judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons whom Tenant normally deals with in the ordinary course of Tenant's business unless such persons are engaged in illegal activities or activities that in any way impair the character, reputation or appearance of the building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the property. No Tenant, employee of Tenant and no employer-invitee of Tenant shall go upon the roof of the building or into the actual clock tower.

4.11 WINDOW DISPLAYS

Landlord reserves the right to approve the use of window displays, writing, signs, lettering, etc., which may affect the character, reputation or visual impact of the building. High visibility windows shall permit only

professional grade signage. Prior approval of the window display is not required but Landlord reserves the right and privilege to request removal of any displays not considered appropriate in meeting the objective as just stated.

4.12 SECURITY PREMISES

Tenant shall see that the doors and windows, if openable, are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity and gas shall be carefully shut off so as to prevent waste or damage. Tenant agrees to hold the Landlord harmless for any accidents, damages, injuries or claims for failure to secure the premises.

ARTICLE V

MAINTENANCE, REPAIR, ALTERATIONS

5.01 LANDLORD REPAIRS & MAINTENANCE

Landlord agrees to keep the basic building structure on the leased premises, including the roof, roof supports, foundation, structural supports, exterior and support walls, structural portion of the floors, chimneys, skylights, gutters and downspouts, in good repair during the Lease term and at Landlord's sole cost.

Landlord shall be responsible for maintaining and repairing the structural integrity of the building, plumbing and electrical and roof.

Tenant shall be responsible for all interior maintenance and repair of the Space including maintenance and repair of the storefront glass and doors, bulb replacement and other. All doors and windows to be in good operating condition upon Tenant's occupancy of the Premises.

5.02 TENANT MAINTENANCE AND COMMON AREA MAINTENANCE

Tenant shall ensure that the leased space is maintained in good order and repair the leased premises. Tenant shall have no obligation either during the term of the Lease or upon surrendering possession at the end of the term to perform maintenance or repairs for damage caused by the elements, acts of public enemies, fire, riot, earthquake or other causes beyond the control of Tenant.

Tenant agrees to pay all charges for telephone, internet, and other separately metered utility services used by the Tenant on the leased premises. Utility services not separately metered and shared by all tenants of the The Clock Tower are paid by the landlord.

5.03 COMMON AREA MAINTENANCE OUTSIDE AND INSIDE

Owner covenants to maintain the Common Area in good order, repair and condition in compliance with the provisions of this Lease and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies having jurisdiction thereof. Such maintenance and repair obligations shall include without limitation the following and other future expenses that may arise in maintaining the Common Areas of The Clock Tower:

- a. Maintaining and repairing the paved surfaces in a level, smooth and evenly covered condition.
- b. Removing all papers, debris, filth and refuse, and washing or thoroughly sweeping the Common Area to the extent reasonably necessary to keep the Common Area in a neat, clean and orderly condition, and free of snow and ice; (snow plowing and ice removal will be consistent with competitive standards in similar shopping centers in the Wasilla area); the costs of sweeping the parking lot and sidewalks;
- c. Maintaining any necessary appropriate parking signs, markers and lines;
- d. Maintaining all landscaped areas;
- e. Keeping the Common Area adequately lighted during any hours the Leased Premises are open for business;
- f. Providing security audio and/or video monitoring;
- g. The costs of purchasing, installing, removing and replacing Christmas decorations;
- h. The costs to shampoo carpets, strip, buff and wax floors, clean Common Area restrooms, clean all Common Area entrance and exit areas, and clean all Common Area windows, shall include all janitorial costs in the Common Area;
- i. The costs of maintaining the HVAC systems in The Clock Tower, Tenant HVAC and heating systems that are exclusive use to the tenant are the cost of the tenant and will be charged as a work order.
- j. The costs of repair and maintenance the atrium area Common Area;
- k. The general policing and repairs of all Common Areas;
- l. The costs of all utility charges for all Common Areas;
- m. The costs to repair main utility lines (plumbing, electrical, and gas) in the Common Area;
- n. The costs for repair and maintenance the exterior of the building and parking area;

Owner agrees any expense that would be considered a capital expenditure under generally accepted accounting principles shall not be deemed a common area maintenance expense.

5.04 ALTERATIONS AND ADDITIONS

Tenant shall not cut, puncture, or drill or otherwise deface or injure the building, with exception to small fillable holes created from small nails or hooks intended for hanging pictures or décor. Tenant shall not place or permit any awnings, sign, advertisement, illuminations, or projection on the outside of the building or upon any window of the Space Leased, including the sills or ledges thereof, unless the same shall have first been requested in writing and approved by Landlord. Tenant shall not obstruct or permit the obstruction of any light or skylight in or upon the building, or the adjoining sidewalk or street, or the entrance, or any other part of the building to the exclusive use of which tenant is not entitled.

Tenant is responsible for keeping all glass and windows clean and replacing broken glass of windows if damaged due to the negligence of the Tenant or a customer/client of the Tenant. If a window is broken as the result of actions by the Landlord, its agents, or employees then Landlord will be responsible.

Tenant shall submit a plan for all interior décor and design to the Landlord for approval prior to implementation. Tenants shall not, without the Landlord's prior written consent first obtained in each instance, make any alterations or additions to the: electric wiring, plumbing, heating, or ventilation equipment, appliances, or systems, water or gas lines, equipment appliances or system, tap any mains or pipes to supply water for refrigeration or ventilating apparatus, carpeting or flooring, windows or window coverings, siding, wall coverings, wallpaper, panels, shelving, or paint or to any other equipment, machinery, apparatus, or installations in or about the Space Leased or the building.

All alterations, additions, or improvements to the Space Leased by Tenant or Tenant's agents or employees must be done by a licensed and bonded contractor and licensed and bonded subcontractors. Landlord may require proof of such license and bonding prior to approving alterations, additions, or decorations, including painting. All alterations must conform with the state, borough or municipal building codes. Landlord reserves the right to require proof of license, bonding and compliance with building codes prior the approving remodeling, additions, alterations, or decorations.

If Landlord so elects, Tenant, at Tenant's expense, shall restore the Space Leased to the condition designated by Landlord at its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is earlier.

5.05 PROHIBITION OF LIENS

Tenant shall not do or suffer anything to be done causing the Space Leased to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purposing to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing. Tenant shall inform the Landlord immediately (not more than 72 hours) upon learning that a lien of any kind has been recorded that may have an effect on the building, Space Leased or any property associated therewith.

5.06 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of the Landlord in and to the Space Leased herein demised. At least twenty (20) days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Space Leased, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps the Landlord deems appropriate to protect its interests. The provisions in this Section do not eliminate the requirement for written consent(s) of the Landlord as contemplated in (Section 5.02) above.

ARTICLE VI

6.01 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Space Leased without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Space Leased or any part thereof be occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the new amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under-tenant or occupant as Tenant, or as a release of the Tenant from the further performance herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease. Any assignment, hypothecation or sublease of the Space Leased, or any part thereof, whether by operation of law or otherwise without the written consent of landlord shall be voidable as the option of Landlord.

ARTICLE VII

INDEMNITY, INSURANCE, SUBROGATION

7.01 INDEMNIFICATION

Except for the sole negligence of the Landlord and to the fullest extent permitted by law, the Tenant or permitted user shall defend, indemnify, and hold harmless the Legacy Clock Tower LLC from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with services or supplies provided by, or performed under this agreement by the tenant, its agents, sub-tenants, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith Legacy Clock Tower LLC.

7.02 INSURANCE

The Tenant shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or approved surplus lines insurers and approved by Legacy Clock Tower LLC. such insurance as will protect the tenant from claims set forth below and others, which may arise out of or as a result from the tenant's operations under this agreement, whether such operations are by the tenant or by a sub-tenant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the tenant under this agreement. The insurance required shall be written for not less than the following limits:

Worker's Compensation Insurance: Statutory Requirements of the State of Alaska, and Employer Liability Insurance limits:

\$500,000.00 each accident / \$500,000.00 disease each employee / \$500,000.00 disease policy limit

Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.
 \$1,000,000.00 Combined Single Limit of Liability per Occurrence
 \$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
 \$1,000,000.00 Participant Legal Liability (if any sports activities are conducted)
 \$2,000,000.00 Annual General Aggregate Limit of Liability
 \$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability
 \$100,000.00 Premises Damage Limit of Liability Any One Fire
 \$10,000.00 Medical Expense Limit Any One Person

Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent
 \$1,000,000.00 Combined Single Limit of Liability per Accident
 For all Owned, Hired, and Non-Owned Vehicles

If tenant is engaged in the sale, dispensary or delivery of alcoholic beverages of any kind with or without specific charge for the beverage, then additional insurance coverage is required.

Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employer's liability insurance shall contain a waiver of subrogation provision in favor of Legacy Clock Tower LLC.

The commercial general liability insurance shall name the Legacy Clock Tower LLC as an additional insured as respects this tenant agreement.

Tenant's required insurance is subject to review and adjustment by Legacy Clock Tower LLC, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Tenant shall provide a written explanation for any such changes.

Certificates of insurance acceptable to Legacy Clock Tower LLC shall be filed prior to the commencement of the beginning of any occupancy by the tenant.

If any of the insurance policies required above are cancelled for any reason, the tenant shall provide immediate notice to Legacy Clock Tower LLC of the cancellation and either provide: evidence of replacement or notice of reinstatement.

This evidence of replacement or notice of reinstatement shall be delivered to the Landlord prior to the scheduled cancellation date. Failure of the tenant to comply with this provision shall terminate this agreement as non-compliant. Tenant agrees to vacate the premises occupied by this agreement and cease all operations prior to the scheduled cancellation date.

Immediate notice means that the tenant shall notify the Landlord in person or by certified mail within five calendar days of receipt of the cancellation notice from the insurance company, by the tenant at the following address:

Legacy Clocktower LLC
 436 N Main, Wasilla, AK 99854

7.03 MEDICAL PAYMENTS

Participant Legal Liability (if any sports activities are conducted)
 The insurance required in 7.02 including subsection (a.), shall be written for not less than the limits listed in (c), below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the occupancy to the date of final use, or termination of any insurance required to be maintained after final use.

7.04 MUTUAL WAIVER OF SUBROGATION

Legacy Clocktower LLC will rely solely on its own resources for the cost of repair or replacement of the property at the leased premises and the tenant will rely solely on its own resources for the cost of repair or replacement of the tenant's owned or controlled property at the leased premises. Both the Landlord and the Tenant will waive subrogation rights (the right of recovery) against each other for those costs, whether recoverable from an insurer or not.

ARTICLE VIII CASUALTIES, DESTRUCTION

8.01 RESTORATION ABATEMENT

If all or any part of the Space Leased or the building in which Space Leased is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy or other casualty insured under the standard fire insurance policy with an extended coverage endorsement applicable to such property, the Landlord, unless it otherwise elects as herein provided, shall repair the same with reasonable dispatch out of the insurance proceeds received by it from the insurer. If the Space Leased or any part thereof is damaged by fire or other casualties to such an extent as to be rendered untenable in whole or in part, then the rent shall be abated to an extent corresponding with the part untenable, and for a period corresponding with the period during such untenability exists. If, however, Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repairs and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, or if the fire or damage to said Space Leased was caused by carelessness or negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the rent during the unexpired period of the demised term, without abatement. If the Landlord elects to restore the Space Leased as provided in this paragraph, Landlord shall not be required to

restore alterations made by Tenant, Tenant's improvements, Tenant's trade fixtures, equipment and Tenant's personal property, including without limitation any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions and the like, such excluded items being the sole responsibility of Tenant to restore. Landlord shall not be responsible for lost profits during the restoration period.

8.02 TERMINATION OF LEASE UPON DAMAGE OF CASUALTY

If the Landlord, in its sole discretion, shall decide within ninety (90) days after the occurrence of any fire or other casualty, even though the Space Leased may not have been affected by such fire or other casualty, to demolish, rebuild or otherwise replace or alter the building containing the Leased Premises, then upon written notice given by Landlord to Tenant, this lease shall terminate on a date as specified in such notice, but no sooner than twenty (20) days from the date of such notice, as if that date had been originally fixed as the expiration date of the term herein leased. However, if the building of Leased Space is found to be in danger the structure may be demolished immediately without notice at the Landlord's convenience.

In the event of damage to or destruction of the Space Leased, unless the Landlord shall have repaired such damage within ninety (90) days, or has commenced repairing within ninety (90) days and is proceeding with diligence and continuity, Tenant may with written notice terminate this lease on the date specified in such notice, as if the date had been originally fixed as the expiration date of the term herein leased, provided such early termination date be no later than one hundred fifty (150) days after the event of damage or destruction contemplated herein.

ARTICLE IX EMINENT DOMAIN

9.01 GENERAL

If the whole or part of the Space Leased shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase or sale thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Space Leased, or any part thereof, the following provisions described (9.02 - 9.05) shall be operative.

9.02 TAKING OF ALL OF SPACE LEASED

If all of the Space Leased is taken, the term herein leased, and all right of the Tenant hereunder shall immediately cease and terminate and the rent shall be adjusted as of the time of such termination so that Tenant shall have paid rent up to the time of taking only.

9.03 TAKING OF SUBSTANTIAL PART OF SPACE LEASED

If the taking reduces the area of the Space Leased by at least fifty percent (50%) and materially affects the use being made by the Tenant of the Space Leased, Tenant shall have the right by written notice to Landlord effected not later than thirty (30) days after possession shall be taken, to elect to terminate this Lease. And if the taking reduces the area of the Space Leased by fifty percent (50%), Landlord shall have the right by written notice to Tenant effected not later than thirty (30) days after possession shall be taken to elect to terminate this Lease.

If the election to terminate be made by either the Tenant or Landlord, the provisions for the taking of the whole shall govern, or if the election not be made - the Lease shall continue, the Landlord shall be entitled to the full condemnation proceeds and the rent shall be reduced in the same proportion that the floor area of the Space Leased taken bears to the 'original' floor area leased and Landlord may, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Space Leased is located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the award in condemnation which is free and clear to Landlord of any collection from any mortgagees for the value of the diminished property or any reduction because of age devaluation, deductible withholding or any other diminution.

9.04 TAKING OF INSUBSTANTIAL PART OF THE PREMISES

If the taking reduces the ground area of Space Leased by less than fifty percent (50%), the provisions of section 9.03 above; where election not made, shall govern.

9.05 AWARD

Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, except tenant shall have the right to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's fixtures and improvements installed by Tenant at its expense.

ARTICLE X CONSTRUCTION

10.01 CONSTRUCTION OF SPACE LEASED

If Landlord upon the request of the Tenant installs or constructs any items or equipment for Tenant, such items or equipment shall be paid for by Tenant fifteen (15) days prior to installation or construction. If the actual installation or construction exceeds the bid or estimated cost the Tenant will have fifteen (15) days after the copy of the receipt or bill is presented to pay the Landlord the difference.

10.02 TENANT'S INSTALLATIONS

Tenant shall fully equip the Space Leased with all trade equipment, lighting fixtures other than those provided by Landlord, furniture, operating equipment, fixtures and any other equipment necessary for the proper operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or install any equipment without first giving Landlord the written plans and specifications for such work thirty days prior to the date of construction. If the nature of the work does not require plans or specifications the Tenant shall describe the construction or modification in writing thirty (30) days prior to construction. Landlord

reserves the right before approving any such work to require Tenant to furnish to Landlord a performance and payment bond issued by a surety company approved by the Landlord.

ARTICLE XI DEFAULT AND REMEDIES

11.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Lease:

A default in the payment of the rent herein reserved, or any part thereof, for a period of ten (10) days.
 A default in the performance of any other covenants - or conditions on the part of Tenant to be performed, for a period of twenty (20) days after the service of notice thereof by Landlord.
 The filing of a petition, by or against Tenant, for adjudication as a bankrupt under the Bankruptcy Act of 1898, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter X of said Bankruptcy Act, or for arrangement within the meaning of Chapter XI of said Bankruptcy act for the same or similar period.
 The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of the Tenant.
 The taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant.
 The making by Tenant of a general assignment for the benefit of creditors.
 The vacation or abandonment of the Space Leased by Tenant.

11.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, the Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by code, regulation statute, law or otherwise.

11.03 RE-ENTRY OF SPACE LEASED - NO TERMINATION OF LEASE

If Tenant abandons the Space Leased or Landlord otherwise becomes entitled so to elect, and Landlord elects, without terminating this Lease, to endeavor to re-let the Space Leased, Landlord may, at Landlord's option enter into the Space Leased, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof as provided in paragraph (a) of this section, without such entry and possession terminating this Lease. Landlord may re-let the Space Leased, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with landlord's expenses of reletting including, without limitation, staff costs, broker's commissions and advertising expenses. If the consideration collected by landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full cost of repairs, alterations, additions, redecorating and Landlord's expenses for reletting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand for the residual of the term of this Lease. Or at Landlord's election, as liquidated damages, Landlord may demand in lump sum, payment of advance rental equal to six (6) months rental otherwise payable.

11.04 REMOVAL OF PROPERTY

Any and all property which may be removed from the Space Leased by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, costs and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to landlord, upon demand and, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's control. Any such property of Tenant not removed from the Space Leased, however terminated, shall be conclusively deemed to, have been forever abandoned by Tenant and either may be retained by landlord as its property or may be disposed of in such manner as Landlord sees fit.

11.05 REPAYMENT OF LANDLORD'S PAYMENT OF TENANT'S OBLIGATIONS

Tenant agrees that if it shall at any time fail to make any payments or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Tenant from, any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expense and employ counsel. Tenant agrees to pay any and all attorney's fees if legal action is required to enforce performance of by Tenant of any condition, obligation or requirement hereunder. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the maximum legal rate per year from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter coming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, in the case of default in the payment of rent.

ARTICLE XII GENERAL PROVISIONS

12.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right of remedies consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach.

12.02 SUBORDINATION CLAUSE

Tenant accepts this Lease subject and subordinate to all the underlying leases, leasehold mortgages, deed of trust, or other mortgages now or hereafter a lien upon or affecting the land and building of which the Space Leased is a part. The Tenant shall, at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required:

By any beneficiary, mortgage, or mortgagor, for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, mortgage, or mortgages, or underlying lease; or

Alternatively, if any such beneficiary, mortgagee or mortgagor elects to have this Lease made a prior lien to its mortgage or deed of trust. The failure of Tenant to execute any such instruments, releases or documents shall constitute a default hereunder. In the case of the failure of Tenant to execute said papers on demand, Landlord is hereby authorized, as the attorney and agent of Tenant, to execute such releases, instruments, or other documents, and in such event Tenant hereby confirms and ratifies any such instruments so executed by virtue of this power of attorney.

12.03 ENTIRE AGREEMENT - CHANGES, WAIVERS

This agreement supersedes all or any other prior agreements and understandings between the parties or any prior Landlord and may not be changed or terminated orally, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the parties against whom the same is sought.

12.04 NOTICES

Any notice or demand which under the terms of this Lease or any statute must be given or made by the parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail, addressed to the other party as follows:

LANDLORD: Legacy Clock Tower LLC
436 N Main
Wasilla, AK 99654

TENANT: Meta & Rosa CO.
189 E Nelson Ave #205
Wasilla, AK 99654
Phone: 907-354-5838

12.05 ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than fifteen (15) days prior request by Landlord execute, acknowledge and deliver to landlord a statement in writing certifying that this Lease is unmodified (or in full force and effect as modified and stating the modifications) and the dates to which the rent(s) and any other charges have been paid in advance, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or encumbrance (including assignees) of the Space Leased.

12.06 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair and construction work required under the terms of this Lease for such times as the performance of any such obligation is prevented or delayed by an act of God, floods, explosion, the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such party.

12.07 BINDING EFFECT

This Lease, subject to the provisions of Section 6.01, shall be binding upon and inure to the benefit of the parties hereto their legal representatives, successors, and assigns.

12.08 RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights: Building Name - to name the building and the property and to change the name or street address of the building and the property.

Pass Keys/Master Keys - to constantly have pass keys to the Space Leased.

Show premises: On reasonable prior notice to Tenant, to exhibit the Space Leased to prospective tenants during the last six (6) months of the term of this Lease, and upon one (1) day advance notice to any prospective purchaser, mortgagee, or assignee of any mortgage on the property and to others having a legitimate interest at any time during the term of this Lease.

Emergency Repairs - At any time in the event of any emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions or improvements to the Space Leased or to the building, as may be necessary or desirable for the safety, protection or preservation of the Space Leased or the building or Landlord's interest, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.

Rules and Regulations - Landlord may from time to time issue in writing rules and regulations deemed by Landlord to be for the benefit of Landlord, Tenant, and other Tenants, which shall become as incorporated in the Lease.

12.09 SALE OR TRANSFER OF PREMISES

If Landlord sells or transfers the building or the property, on consummation of the sale or transfer, Landlord shall be released from any liability thereafter accruing under this Lease. If the security deposit or prepaid rent has been paid by Tenant, Landlord can transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

12.10 LIEN AND SECURITY INTEREST

Landlord shall have a lien on, and Tenant hereby grants Landlord a security interest in all goods, supplies, inventory, merchandise, equipment, fixtures and all other personal property, which are or may be put on the Space Leased, to secure the payment of the rent and additional rent reserved under this Lease. If Tenant shall default in the payment of such rent, Landlord may at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska. Landlord shall apply the proceeds of the sale as follows:

To the expenses of sale, including all costs, fees and expenses of Landlord and Landlord's reasonable attorney's fees in connection with such sale; To the payment of such rent; and the surplus, if any, to Tenant.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

13.01 CONSENT IN WRITING ONLY

Whenever consent, permission or approval of the Landlord is required, such must be in writing and signed by Landlord to be valid and must be given in advance.

13.02 LEASE VIOLATIONS

Tenants are subject to the following fee schedule for violations of terms listed in this lease.

1st Infraction: \$50.00

2nd Infraction: \$75.00

3rd Infraction: \$100.00 thereafter

13.03 CORPORATION RESOLUTION

If Tenant is a corporation, Tenant shall deliver to Landlord upon execution of this Lease a certified copy of the resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this lease on behalf of the corporation. If Tenant is a corporation, individuals of the corporation shall sign this Lease individually responsible for compliance with its terms and provisions and all payment in connection therewith.

13.04 ALL AGREEMENTS - AMENDMENTS

This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties hereto.

13.05 LANDLORD'S COPY TO CONTROL

In the event of a variation or discrepancy, Landlord's original copy of this Lease shall control.

13.06 EXECUTION OF ALL PARTIES

It is understood and agreed that this Lease shall not be binding until and unless all parties have signed it.

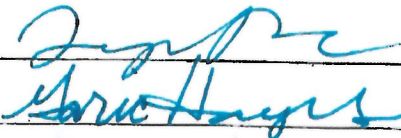
13.07 MONEY RECEIVED AFTER TERM EXPIRES

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Space Leased shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

13.08 NEGOTIATED AND MUTUALLY DRAFTED LEASE

The Tenant agrees that the lease was mutually created and negotiated by himself and Legacy Clock Tower LLC. Therefore, if there is a question of interpretation of the drafted language herein, the interpretation should not be construed against either author.

Landlord Signature



Tyran Payne

Tenant Signature



Garic Hayes

Tenant Signature

Mae Hayes